

Resolution No. RS2026-_____

A resolution amending Ordinance No. BL2021-874 to extend the construction commencement date for an easement agreement pertaining to a portion of Alley 371 in connection with a development project (Proposal No. 2021M-013AB-001).

WHEREAS, Q & A Holdings, GP (the "Developer") owns property located at 302 McMillan Street and 301 15th Avenue North, comprising Parcel Nos. 09208036800 and 09208029100 (the "Property"); and,

WHEREAS, Ordinance No. BL2021-874 authorized the conditional abandonment of a portion of Alley 371, approved the acquisition of an interest in certain real property and improvements thereon comprising a new alley, and granted an easement above that new alley in connection with the development of a project on the Property adjacent to both sides of a portion of the new Alley 371; and,

WHEREAS, the Developer, as successor owner of the Property, proposes to construct the improvements on the Property and the portion of Alley 371 that was abandoned by Ordinance No. BL2021-874 (the "Project"); and,

WHEREAS, in order to allow for the construction of the Project, Ordinance No. BL2021-874 approved an easement agreement attached hereto as Exhibit A (the "Easement Agreement"), whereby the Metropolitan Government agreed to convey an air-rights easement to the Developer to permit construction, use, and maintenance of improvements above the new Alley 371 in exchange for a payment to the Metropolitan Government in the sum of \$30,000; and,

WHEREAS, Section 3(b) of the Easement Agreement provides that in the event the Developer fails to commence construction within five years from the Easement Agreement date, the Metropolitan Government has the right to terminate the Easement Agreement; and,

WHEREAS, due to unforeseen conditions, it is unlikely that the Developer will be able to commence construction within the five-year period and the Developer has requested an amendment to the Easement Agreement, attached hereto as Exhibit B (the "Easement Amendment"), to extend the construction commencement date by two additional years.

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

Section 1. The Easement Amendment (Exhibit A) is hereby approved, and the Director of Public Property or designee is authorized to accept and record it.

Section 2. Except as amended herein, all other provisions of Ordinance No. BL2021-874 and the Easement Agreement shall remain in full force and effect.

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:

Diana Alarcon
Diana Alarcon, Director
Department of Transportation

INTRODUCED BY:

APPROVED AS TO FORM AND
LEGALITY:

Tom Yerger
Metropolitan Attorney

Member(s) of Council

AMENDMENT TO AIR RIGHTS EASEMENT AGREEMENT

This AMENDMENT TO AIR RIGHTS EASEMENT AGREEMENT (this “Amendment”) is made as of _____, 2026, by **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE (“Grantor”), and Q & A HOLDINGS, GP (“Grantee” and “Developer”)(collectively, “the Parties”).**

RECITALS

- A. Grantee is owner of the two parcels of real property located at 302 McMillan Street, Nashville, Tennessee (Parcel No. 09208029100) and 301 15th Avenue North, Nashville, Tennessee (Parcel No. 09208030800) (the “Property”).
- B. Grantor and Jack C. Wilder and his success and assigns entered into that certain Air Rights Easement Agreement (the “Easement”) dated August 2, 2021, (the “Easement Effective Date”) which permitted the construction of a new Alley 371 and construction of certain improvements over the new Alley 371 as part of a redevelopment of the property (the “Development Project”).
- C. As the new owner of the Property, Grantee is successor in interest to Jack C. Wilder for purposes of the Easement.
- D. Section 3 of the Easement sets forth certain construction conditions precedent (the “Construction Conditions Precedent”) to the right to utilize the Air Rights Easement and Temporary Construction Easement, which includes a requirement that construction of the Development Project commence within five years of the Easement Effective Date.
- E. The Parties desire to amend the Easement (this “Amendment”) to extend the period for commencement of construction as part of the Construction Conditions Precedent from five years to seven years in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein and other good and valuable consideration, it is agreed as follows:

1. Conditions Precedent/Effective Date. Section 3.b of the Easement is hereby amended by deleting the phrase “five (5) years from the Agreement Date,” and substituting in lieu thereof the phrase “seven years from the Agreement Date,.”.
2. Defined Terms. Any capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Easement.
3. Conflict. If there is a conflict between the terms and conditions of this Amendment and the terms and conditions of the Easement, the terms and conditions of this Amendment shall control.

4. Ratification. Except as modified by this Amendment, the Easement is hereby ratified and confirmed in all respects.
5. Successors and Assigns. This Amendment and the Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Counterparts. This Amendment may be executed in one or more counterparts and by separate signature pages, all of which when taken together shall constitute one and the same instrument.

(Remainder of Page Intentionally Left Blank. Signatures on Following Pages)

IN WITNESS WHEREOF, Grantor and Grantee have caused their duly authorized representatives to execute this Amendment as of the date first above written.

GRANTOR:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: _____

Name: _____

Title: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public in and for said County and State aforesaid, personally appeared _____, as authorized signatory for the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Notary Public

GRANTEE:

Q & A HOLDINGS, GP

a Tennessee General Partnership

By: _____

Nick Adler, its _____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, _____, a Notary Public in and for said County and State aforesaid, personally appeared Nick Adler, as authorized signatory for the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Notary Public

