Docusign Envelope ID: 5F5AB260-706C-46A2-8D4C-BDE5749B8F01

NASHVILLE PLANNING

December 31, 2024

To: Ronald Colter Metro Department of Finance

Re: 1420 Adams Street Greenway Improvements
Planning Commission Mandatory Referral 2024M-055AG-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 a greenway conservation easement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and Germantown JV, LLC for greenway improvements at 1420 Adams Street (Parcel No. 08205017700) (Proposal No. 2024M-055AG-001).

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

Lisa Milligan
Assistant Director Land Development
Metro Planning Department
cc: *Metro Clerk*

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Re: 1420 Adams Street Greenway Improvements
Planning Commission Mandatory Referral 2024M-055AG-001
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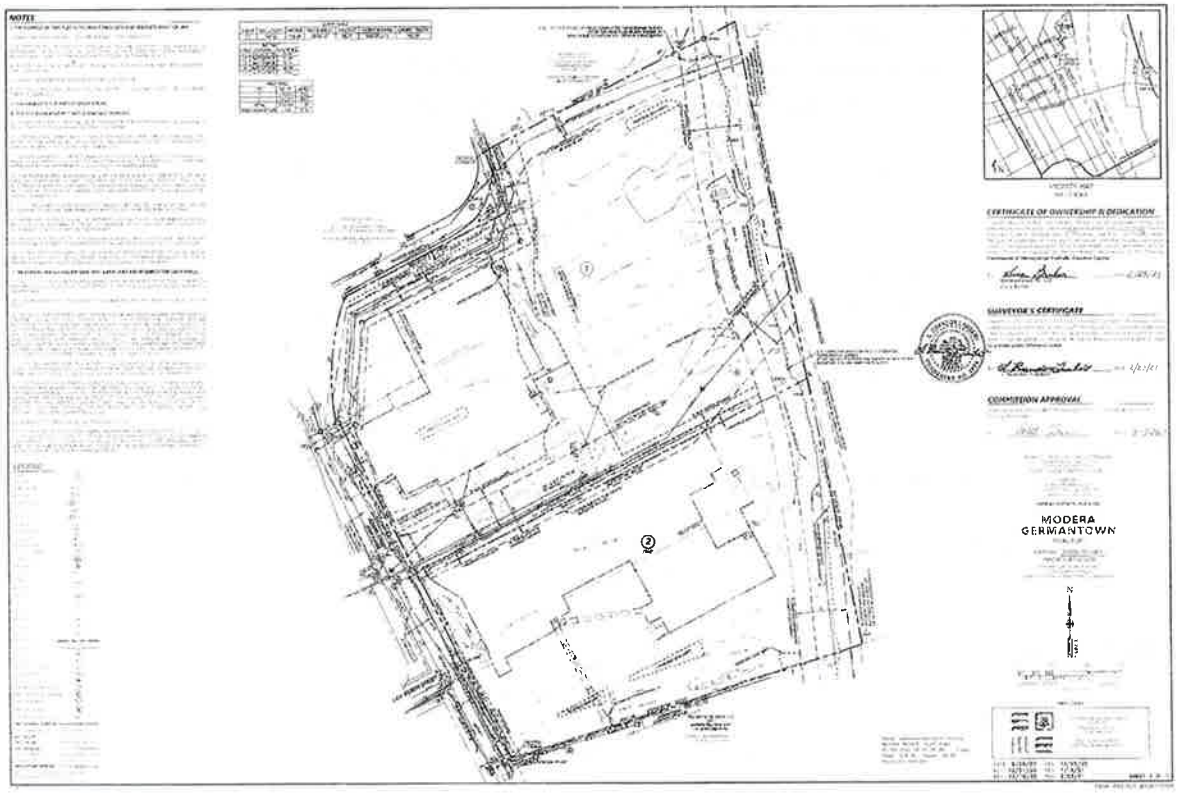

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Upon recording, return to:

AGREEMENT FOR GRANT OF EASEMENT

for

CONSERVATION GREENWAY

THIS AGREEMENT, made and entered into this the 8 day of November, 2024, by and between **The Metropolitan Government of Nashville and Davidson County**, acting by and through its Board of Parks and Recreation (herein referred to as "Metro"), and **GERMANTOWN JV LLC**, a Delaware limited liability company, property owner (herein referred to as "Grantor").

WHEREAS, Metro recognizes the increasing benefit of protecting open spaces within the Metropolitan Government area; and

WHEREAS, greenways provide the general public with recreational opportunities in natural areas, preserve, and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic; and

WHEREAS, Metro, by Ordinance No. 091-13, created a Greenways Commission to assist Metro in the development of a system of open space greenways; and

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Davidson County, Tennessee, more particularly described in Exhibit A attached hereto and incorporated by this reference (herein referred to as "the Property"); **and**

WHEREAS, the Property possesses natural, open space, and recreational values (collectively, "conservation values") of great importance to Grantor and the people of Nashville and Davidson County; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and made more accessible for public enjoyment by the anticipated

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incorporation and maintenance of the Easement (as defined below) as part of the Metro greenways system; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Metro the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Metro has the authority to accept this grant pursuant to Tennessee Code Annotated, Section 66-9-305(d), and Section 11.1002 of the Metropolitan Charter; and

WHEREAS, Metro agrees by accepting this grant to honor the intentions of Grantor stated herein, and to preserve and protect, in perpetuity, the conservation values of the Property for the benefit of the people of Tennessee and the public-at-large.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Metro, its successors and assigns, an easement in perpetuity over that certain portion of the Property of the Grantor (herein referred to as the "Easement") to be located as more particularly shown on Exhibit A attached hereto and incorporated by this reference.

1. Purpose. It is the purpose of this grant to allow Metro to utilize the Easement area for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. It is the intention of the parties hereby expressed that the granting of the Easement will not significantly interfere with the conservation values of the Property. Grantor intends that the Easement will confine the use of the Property to such activities as are consistent with the purpose of the Easement.

2. Rights of Metro. To accomplish the purpose of the Easement, the following rights are conveyed to Metro by this grant:

a. To preserve and protect the conservation values of the Property; and

b. Upon a default by Grantor pursuant to Section 7 below and the expiration of applicable notice and cure periods, to construct and maintain a pathway to be located on the Easement, including, at the discretion of Metro, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values; and

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c. To prevent any activity on or use of the Property that is inconsistent with the purpose of the Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. **Rights and Obligations of Grantor**.

a. Grantor shall construct, as part of its construction of a multifamily project on the Property, a pathway approximately twelve feet (12') wide in accordance with the requirements set forth on Grantor's site plan for the development of the Property. Metro acknowledges that it has approved such requirements.

b. Grantor shall maintain the pathway at all times in good condition and repair, consistent with the maintenance and repair of similar outdoor recreational areas in Class A type residential projects in Nashville and Davidson County that are open for public use and otherwise in accordance with all local laws. Grantor shall have the right to close off access to all or a part of the pathway from time to time for as long as is reasonably necessary for Grantor to maintain and repair the pathway.

4. Metro Covenants. Metro, by accepting this grant, covenants and agrees, on behalf of itself, its successors and assigns, that the following shall constitute real covenants that shall attach to and run with the Easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Easement area:

a. It will make the Easement area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.

b. It will adopt rules and regulations governing the use of the Easement area so as not to permit or suffer any use of the Easement by Grantor or others in violation of such rules and regulations. At a minimum, the rules and regulations will provide as follows:

i. That the hours of public access of the Easement shall be from dawn to 11:00 PM.

ii. That all persons utilizing the Easement area must remain on the pathway.

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iii. That all pets of persons utilizing the pathway must be on a leash at all times.

iv. That motorized vehicles including, but not limited to, Class 3 electronic bicycles (as defined herein), motorcycles, mopeds, all-terrain or off-road vehicles and motorized scooters shall be strictly prohibited, unless operated by Metro. Class 3 electronic bicycles are pedal assisted only, with no throttle, and have a maximum assisted speed of 28 mph. The prohibitions in this subparagraph iv shall not include Class 1 and Class 2 electronic bicycles, which are addressed in subparagraph vii below;

v. That the following activities shall be strictly prohibited:

1. consumption or possession of alcoholic beverages;
2. horseback riding;
3. collecting or distributing plants, animals or other natural features;
4. littering or dumping;
5. possession of firearms, weapons or projected objects, unless and to the extent permitted by Tennessee law;
6. playing of radios, musical instruments or other devices in a manner that might disturb others;
7. vending or other concessions without proper permits;
8. advertising or posting of bills;
9. Smoking or vaping; and
10. trespassing on adjacent property of Grantor.

vi. That non-motorized bicycles, non-motorized scooters and roller skates are permitted so long as the other users of the pathway are not disturbed.

vii. That Class 1 and Class 2 electronic bicycles (as defined herein) are permitted so long as the other users of the pathway are not disturbed. Class 1 electronic bicycles are pedal assisted

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only, with no throttle, and have a maximum assisted speed of 20 mph. Class 2 electronic bicycles are throttle-assisted, and have a maximum assisted speed of 20 mph.

5. Other Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. The aforementioned express prohibitions shall not limit the generality of this paragraph.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Easement.

7. Metro's Remedies. If Metro determines that Grantor is in violation of the terms of this Agreement or that a violation is threatened, Metro shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of the Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Metro or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to continue diligently to cure such violation until finally cured, Metro may bring an action in a court of competent jurisdiction to enforce the terms of this Agreement to enjoin the violation by temporary or permanent injunction, and to recover any damages to which it may be entitled for violation of the terms of this Agreement or for injury to any conservation values protected by the Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Metro's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Metro's Discretion. Enforcement of the terms of this Agreement shall be at the discretion of Metro, and any forbearance by Metro to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantor shall not be deemed or construed to be a waiver by Metro of such term, or of any subsequent

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breach of the same, or any other term of this Agreement, or of any of Metro's rights under this Agreement. No delay or omission by Metro in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

9. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

10. Acts Beyond Grantor's Control. Nothing contained in this Agreement shall be construed to entitle Metro to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

11. Amendment; Extinguishment. If circumstances arise under which an amendment to or modification or extinguishment of this Agreement is appropriate, the Grantor, or the then current owner of the Property, and Metro are free to jointly amend or extinguish this Agreement without prior notice to any other party; provided that any amendment or extinguishment shall be in writing; shall be consistent with the purpose of the Easement as to any amendment; shall not affect its perpetual duration as to any amendment; and shall have the unanimous consent of the Metro Greenways Commission.

12. Assignment. The Easement is transferable, but Metro may assign its rights and obligations under this Agreement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended, and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements. As a condition of such transfer, Metro shall require that the conservation purposes which this grant is intended to advance continue to be carried out.

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Metro of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any

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act required by this paragraph shall not impair the validity of the Easement or limit its enforceability in any way.

14. **Estoppel Certificate**. Each party agrees to execute and deliver to a requesting party, within fifteen (15) days after receipt of any written request therefor by the requesting party, a certificate addressed as indicated by the requesting party and stating: (a) whether this Agreement is in full force and effect; (b) whether this Agreement has been modified or amended in any respect, and if so, the substance of the modification or amendment; (c) whether there are any existing defaults hereunder known to the party executing such certificate, and if so, specifying the nature thereof; and (d) such other matters as may reasonably be requested. Estoppel certificates shall be binding upon the party issuing same and may be relied upon by the recipient party. Failure by a party to so execute and provide such estoppel certificate within the specified period shall be deemed an admission on such party's part that the party requesting the estoppel certificate is current and not in default in the performance of such party's obligations under this Agreement.

15. General Provisions.

a. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effect the purpose of the Easement and the policy and purpose of Tenn. Code Ann. §§ 66-9-301 to 309. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions,

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negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph ten (10).

e. Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

TO HAVE AND TO HOLD said Easement unto Metro, its successors, and assigns, forever.

[Signatures and acknowledgements follow.]

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GRANTOR:

GERMANTOWN JV LLC,
a Delaware limited liability company

By: MCRT Germantown LLC,
a Delaware limited liability company
its managing member

By: Luca Barber
Luca Barber, Senior Managing Director

STATE OF Tennessee

COUNTY OF Davidson

Before me, Nicole Lavender, a Notary Public of the State and County aforesaid, personally appeared Luca Barber, the Senior Managing Director of MCRT Germantown LLC, a Delaware limited liability company, the managing member of Germantown JV LLC, a Delaware limited liability company, with whom I am personally acquainted, and who, upon oath, acknowledged to be the Senior Managing Director of MCRT Germantown LLC, a Delaware limited liability company, the managing member of Germantown JV LLC, a Delaware limited liability company, and that Luca Barber, the Senior Managing Director of MCRT Germantown LLC, a Delaware limited liability company, the managing member Germantown JV LLC, a Delaware limited liability company, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 29th day of June, 2023.

Nicole Lavender
Notary Public

My Commission Expires May 09, 2026.

NICOLE LAVENDER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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IN WITNESS WHEREOF, we have caused this instrument to be executed as of this 8 day of November, 2024.

ACCEPTED:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: _____
DIRECTOR, PARKS AND RECREATION

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 8th day of November, 2024, before me personally appeared Monique Horton Odom, who acknowledged himself to be the Director of the Metropolitan Government Department of Parks and Recreation, and that he, as such Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

_____
NOTARY PUBLIC

My Commission Expires: 7/6/2026

LARECIA TRAVIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 7-6-2026

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EXHIBIT A

Lot 1, as show on the plat entitled "Modera Germantown" and recorded in Instrument No. 20210309-0030940, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to Germantown JV LLC, a Delaware limited liability company by deed of record in Instrument No. 20201230-0154693, Register's Office for Davidson County, Tennessee.

NOTES

1. THE PURPOSE OF THIS PLAT IS TO CREATE TWO LOTS AND DEDICATE RIGHT-OF-WAY.

2. PARCEL ID(S) FOR SHOWN THIS (00) PERTAIN TO TAX MAP 82 05

3. A PORTION OF THE PROPERTY DOES LIE WITHIN THE 100 YEAR FLOOD PLAIN AND IS DETERMINED TO BE IN ZONE "AE" AND ZONE "X" AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY ITEM REVISED 4/20/2004 DATED APRIL 5, 2017.

4. ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE

5. SHOWN ELEVATIONS REFERENCE NAVD 88 (GPS DERIVED)

6. ALL DEED AND PLAT REFERENCES ARE MADE TO REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

7. THE PROPERTY IS ZONED SP, SPECIFIC PLAN

8. THE SITE IS LOCATED WITHIN FLOOD AND NASHVILLE OVERLAYS

9. THE REQUIRED FIRE FLOW SHALL BE DETERMINED BY THE METROPOLITAN FIRE MARSHAL'S OFFICE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT

10. NO BUILDING PERMIT MAY BE ISSUED ON ANY LOT UNTIL STREET NAME SIGNS ARE INSTALLED AND VERIFIED BY THE METROPOLITAN DEPARTMENT OF PUBLIC WORKS ON ALL STREETS ON WHICH THE LOT DEPENDS FOR ACCESS.

11. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.

12. THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY THAT IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL VOLUME I REGULATIONS WITH THE EXCEPTION OF REPLANTING AND GREENWAY CONSTRUCTION AS APPROVED BY METRO STORMWATER.

13. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO ROW IS 15" CMP)

14. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED EGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.

15. PROPERTY IS SUBJECT TO A STORMWATER MAINTENANCE AGREEMENT, INSTRUMENT NUMBER 20210107000610 RECORDED WITH THE DAVIDSON COUNTY REGISTER OF DEEDS.

16. TO PROSPECTIVE OWNERS: YOU ARE STRONGLY ADVISED TO CONTACT METRO WATER SERVICES ENGINEERING (DEVELOPMENT SERVICES) TO DETERMINE ADEQUACY OF PUBLIC WATER AND SEWER FACILITIES FOR INTENDED DEVELOPMENT OF PROPERTY.

17. INDIVIDUAL WATER AND/OR SANITARY SEWER LINES ARE REQUIRED FOR EACH PARCEL.

18. ALL UTILITIES SHALL BE PLACED UNDERGROUND AS REQUIRED BY SECTION 17.28.100 OF THE METRO ZONING CODE WITH EXCEPTION OF NASHVILLE ELECTRIC SERVICE OVERHEAD POWER LINES.

19. LANDSCAPING AND TREE DENSITY REQUIREMENTS PER THIS APPROVED FINAL SP SITE PLAN.

20. PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE AND ELECTRIC CABLES AND WATER LINES ETC., TO AVOID ANY HAZARD OR CONFLICT. IN TENNESSEE, IT IS A REQUIREMENT PER THE UNDERGROUND UTILITY DAMAGE PREVENT ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOW UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) NOR MORE THAN 10 WORKING DAYS PRIOR TO THE DATE OF THEIR EXCAVATION TO AVOID ANY POSSIBLE HAZARD OR CONFLICT, DIAL 811 FOR A ONE CALL CENTER.

21. UTILITIES SHOWN WERE TAKEN FROM FIELD LOCATIONS THAT WERE APPARENT AND COMPILED FROM APPROPRIATE GOVERNING AGENCIES MAPS AND ARE APPROXIMATE AT BEST. THERE MAY BE UTILITIES THE EXISTENCE OF WHICH IS UNKNOWN TO THE SURVEYOR.

22. THE FINAL SITE PLAN/BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK, VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.

23. SURVEY FIELD DATA COLLECTED ON AUGUST 29, 2019

24. THE RECORDING OF THIS PLAT VOIDS, VACATES AND SUPERCEDES LOTS 1 THRU 17 + 22, 35 - 44, AND PORTIONS OF LOTS 23 - 28 AND 38 OF O'SHAUGHNESSY PLAN AS RECORDED IN PLAT BOOK 21, PAGE 119, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE (NOTE) AND LOT 165 AND A PORTION OF LOT 162 OF W.W. MCGAVOCK'S ADDITION TO NASHVILLE AS RECORDED IN PLAT BOOK 10, PAGE 640, RODC

LEGEND

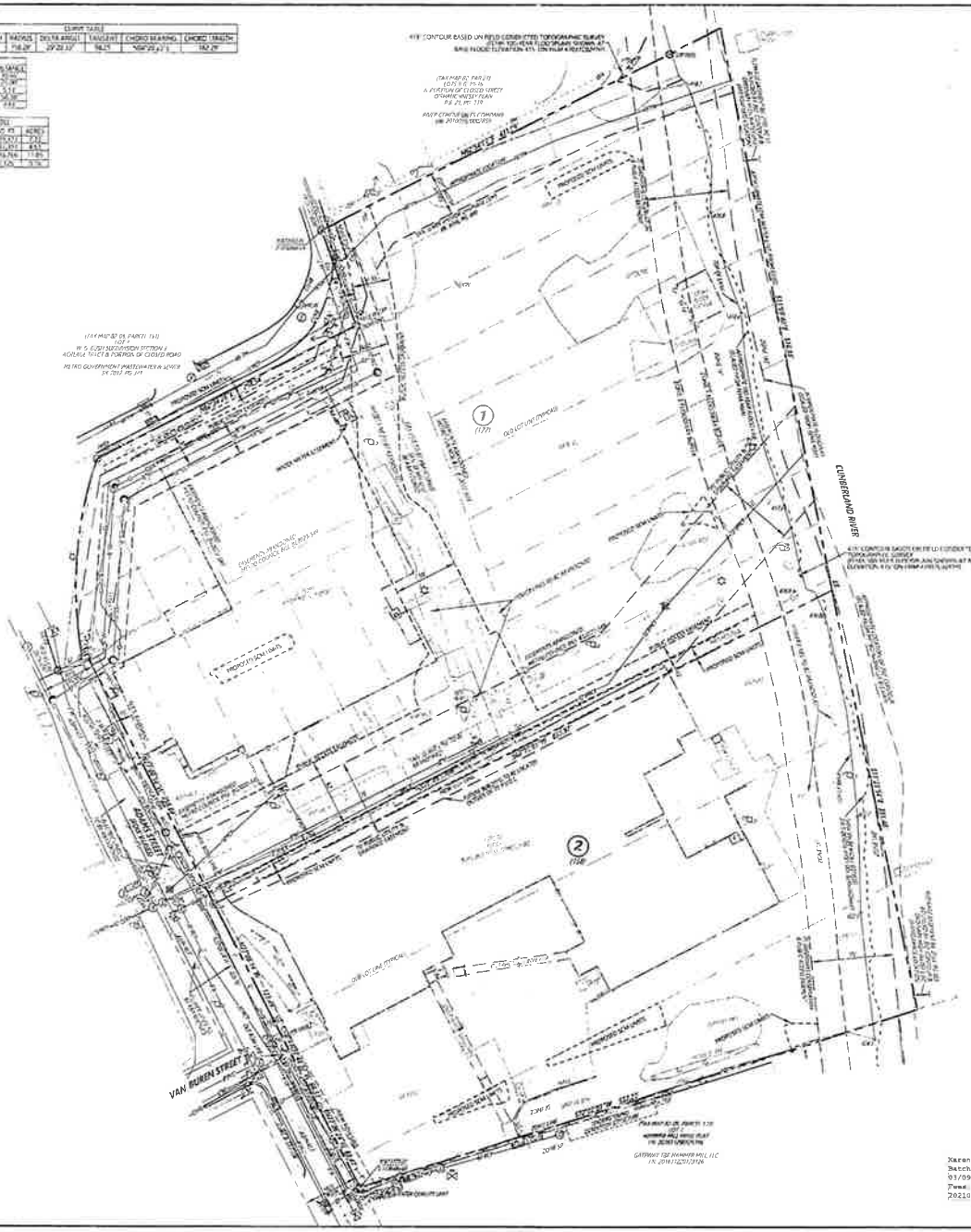
EXISTING	
PROPOSED	
PROPERTY LINES	
BUILDING RESTRICTION LINES	
IRON PIN FOUND	
IRON PIN SET	
CAP IRON PIN FOUND	
CAP IRON PIN SET	
MONUMENT FOUND	
MONUMENT SET	
CENTER LINE	
DETENTION POND	
STORM MANHOLE	
CURB INLET	
CATCH BASIN	
EASEMENTS	
CONCRETE	
WATER METER	
WATER VALVE	
GAS METER	
GAS VALVE	
UTILITY POLE	
ANCHOR	
OVERHEAD LINE	
FENCE LINE	
CONTOURS	
SANITARY SEWER MANHOLE	
SANITARY SEWER CLEANOUT	
STORM MANHOLE	
STORM INLET	
SANITARY SEWER MANHOLE	
STORM MANHOLE	
STORM INLET	
SANITARY SEWER CLEANOUT	
WATER LINE	
GAS LINE	
STORM PIPE	
STORM CHANNEL	
SANITARY SEWER LINE	
STORM PIPE	
STORM CHANNEL	

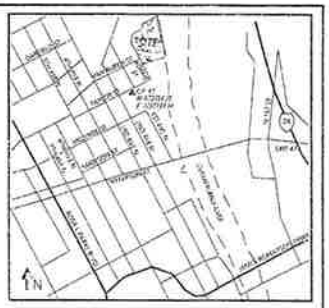
NOTE: SYMBOLS MAY NOT BE TO SCALE AND/OR LOCATIONS ARE APPROXIMATE AND MAY BE SHIFTED

CURVE TABLE						
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	189.92'	716.20'	15°11'33"	95.62'	N80°05'47"E	189.36'

LOT TABLE		
LOT	SQ. FT.	ACRES
1	1,170,212	26.87
2	751,893	17.26
TOTAL	1,922,105	44.13
REMAINDER OF LOT 1	1,922,105	44.13

AREA TABLE		
LOT	SQ. FT.	ACRES
1	1,170,212	26.87
2	751,893	17.26
TOTAL	1,922,105	44.13
REMAINDER OF LOT 1	1,922,105	44.13





CERTIFICATE OF OWNERSHIP & DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Instrument Number 20201230015493, County Register's Office of Davidson County, Tennessee, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, and that this plat constitutes offers of irrevocable dedication for all public roads, utilities, and other facilities shown hereon as required by the Subdivision Regulations of the Planning Commission of Metropolitan Nashville, Davidson County.

By: _____ Date: 2/25/21
Germantown IV, LLC
Luca Barber

SURVEYOR'S CERTIFICATE

I hereby certify that to the best of my knowledge and belief the hereon shown subdivision plat represents a Category "I" survey having a minimum unadjusted ratio of precision of 1:10,000 and is true and correct. Approved monuments have been or shall be placed as indicated. All side lot lines are at right angles or radial to a street unless otherwise noted.

L. BRANDON LAMBERT
TENNESSEE
2026

By: _____ Date: 2/23/21
L. Brandon Lambert

COMMISSION APPROVAL

Approval by the Metropolitan Planning Commission of Nashville and Davidson County, Tennessee.

By: _____ Date: 3-7-2021

NASHVILLE, DAVIDSON COUNTY, TENNESSEE
TAX MAP 82, PARCEL 175
COUNCIL DISTRICT 19TH
COUNCIL MEMBER FREDDIE O'CONNELL

OWNER:
GERMANTOWN IV, LLC
3330 WEST END AVE, SUITE 250
NASHVILLE, TN 37203

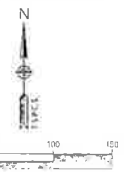
OVERLAY DISTRICTS: HUB & UDO

MODERA GERMANTOWN

FINAL PLAT

CASE No. 2020S-197-001
MINOR SUBDIVISION

FORMER SUBDIVISION NAMES
O'SHAUGHNESSY PLAN
W.W. MCGAVOCK'S ADDITION TO NASHVILLE



640 GRASSMERE PARK DRIVE
SUITE 100
NASHVILLE, TN 37211
(615) 385-4140

ENGINEERING FIRM
LICENSE NUMBER 1-4976

DATE: 9/20/20 REV: 12/29/20
REV: 12/01/20 REV: 1/14/21
REV: 12/16/20 REV: 2/23/21

SHEET 1 OF 1

S&ME PROJECT #554719056

Karen Johnson Davidson County
Batch# 587927 PLAT-PLAN
03/09/2021 02:56:36 PM 2 pgs
Fees: $20.00 Taxes: $0.00
20210309-0030940

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I, Robert Leeman, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signed and sworn to this 9th day of Sept, 2020

Robert Leeman
Signature

Deputy Director, Metro Planning Dept.

State of TN

County of DAVIDSON

Personally appeared to me, Amy Rooker, a notary public for this county and state, DAVIDSON Co, TN, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Witness my hand and official seal office in Nashville, TN, this 9th day of Sept, 2020

Amy V. Rooker
State of Tennesee Notary Republic
Davidson County

Notary's signature Amy Rooker

MY COMMISSION EXPIRES: 07/09/2022

Notary's seal (if on paper)

Docusign Envelope ID: 5F5AB260-706C-46A2-8D4C-BDE5749B8F01

NOTES

1. THE PURPOSE OF THIS PLAT IS TO CREATE TWO LOTS AND DEDICATE RIGHT-OF-WAY.

2. PARCEL NUMBERS SHOWN THUS (00) PERTAIN TO TAX MAP 82-05.

3. A PORTION OF THE PROPERTY DOES LIE WITHIN THE 100 YEAR FLOOD PLAIN AND IS DETERMINED TO BE IN ZONE "AE" AND ZONE "X" AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM NUMBER 47037C0241H, DATED APRIL 5, 2017.

4. ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.

5. SHOWN ELEVATIONS REFERENCE NAVD 88 (GPS DERIVED).

6. ALL DEED AND PLAT REFERENCES ARE MADE TO REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

7. THE PROPERTY IS ZONED SP, SPECIFIC PLAN.

8. THE SITE IS LOCATED WITHIN FLD AND UZO OVERLAYS.

9. THE REQUIRED FIRE FLOW SHALL BE DETERMINED BY THE METROPOLITAN FIRE MARSHAL'S OFFICE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

10. NO BUILDING PERMIT MAY BE ISSUED ON ANY LOT UNTIL STREET NAME SIGNS ARE INSTALLED AND VERIFIED BY THE METROPOLITAN DEPARTMENT OF PUBLIC WORKS ON ALL STREETS ON WHICH THE LOT DEPENDS FOR ACCESS.

11. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.

12. THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL, VOLUME 1 REGULATIONS WITH THE EXCEPTION OF REPLANTING AND GREENWAY CONSTRUCTION AS APPROVED BY METRO STORMWATER.

13. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANUAL. (MINIMUM DRIVEWAY CULVERT IN METRO ROW IS 15" CMP).

14. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.

15. PROPERTY IS SUBJECT TO A STORMWATER MAINTENANCE AGREEMENT, INSTRUMENT NUMBER 20210107-0003410 RECORDED WITH THE DAVIDSON COUNTY REGISTER OF DEEDS.

16. TO PROSPECTIVE OWNERS: YOU ARE STRONGLY ADVISED TO CONTACT METRO WATER SERVICES ENGINEERING (DEVELOPMENT SERVICES) TO DETERMINE ADEQUACY OF PUBLIC WATER AND SEWER FACILITIES FOR INTENDED DEVELOPMENT OF PROPERTY.

17. INDIVIDUAL WATER AND/OR SANITARY SEWER LINES ARE REQUIRED FOR EACH PARCEL.

18. ALL UTILITIES SHALL BE PLACED UNDERGROUND AS REQUIRED BY SECTION 17.28.103 OF THE METRO ZONING CODE WITH EXCEPTION OF NASHVILLE ELECTRIC SERVICE OVERHEAD POWER LINES.

19. LANDSCAPING AND TREE DENSITY REQUIREMENTS PER THE APPROVED FINAL SP SITE PLAN.

20. PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE AND ELECTRIC CABLES AND WATER LINES ETC., TO AVOID ANY HAZARD OR CONFLICT. IN TENNESSEE, IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENT ACT", THAT ANYONE WHO ENGAGES IN EXACTION MUST NOTIFY ALL KNOW UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) NOR MORE THAN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR EXCAVATION TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. DIAL 811 FOR A ONE CALL CENTER.

21. UTILITIES SHOWN WERE TAKEN FROM FIELD LOCATIONS THAT WERE APPARENT AND COPIED FROM APPROPRIATE GOVERNING AGENCIES MAPS AND ARE APPROXIMATE AT BEST. THERE MAY BE UTILITIES, THE EXISTENCE OF WHICH IS UNKNOWN TO THE SURVEYOR.

22. THE FINAL SITE PLAN/BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.

23. SURVEY FIELD DATA COLLECTED ON AUGUST 23, 2019.

24. THE RECORDING OF THIS PLAT VOIDS, VACATES AND SUPERCEDES LOTS 1 - 9, 17 - 22, 35 - 37 AND PORTIONS OF LOTS 23 - 26 AND 38 OF O'SHAUGHNESSY PLAN AS RECORDED IN PLAT BOOK 21, PAGE 119, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE (ROTC), AND LOT 103 AND A PORTION OF LOT 102 OF H.W. MCGAVOCK'S ADDITION TO NASHVILLE AS RECORDED IN PLAT BOOK 17, PAGE 640, RODC.

LEGEND

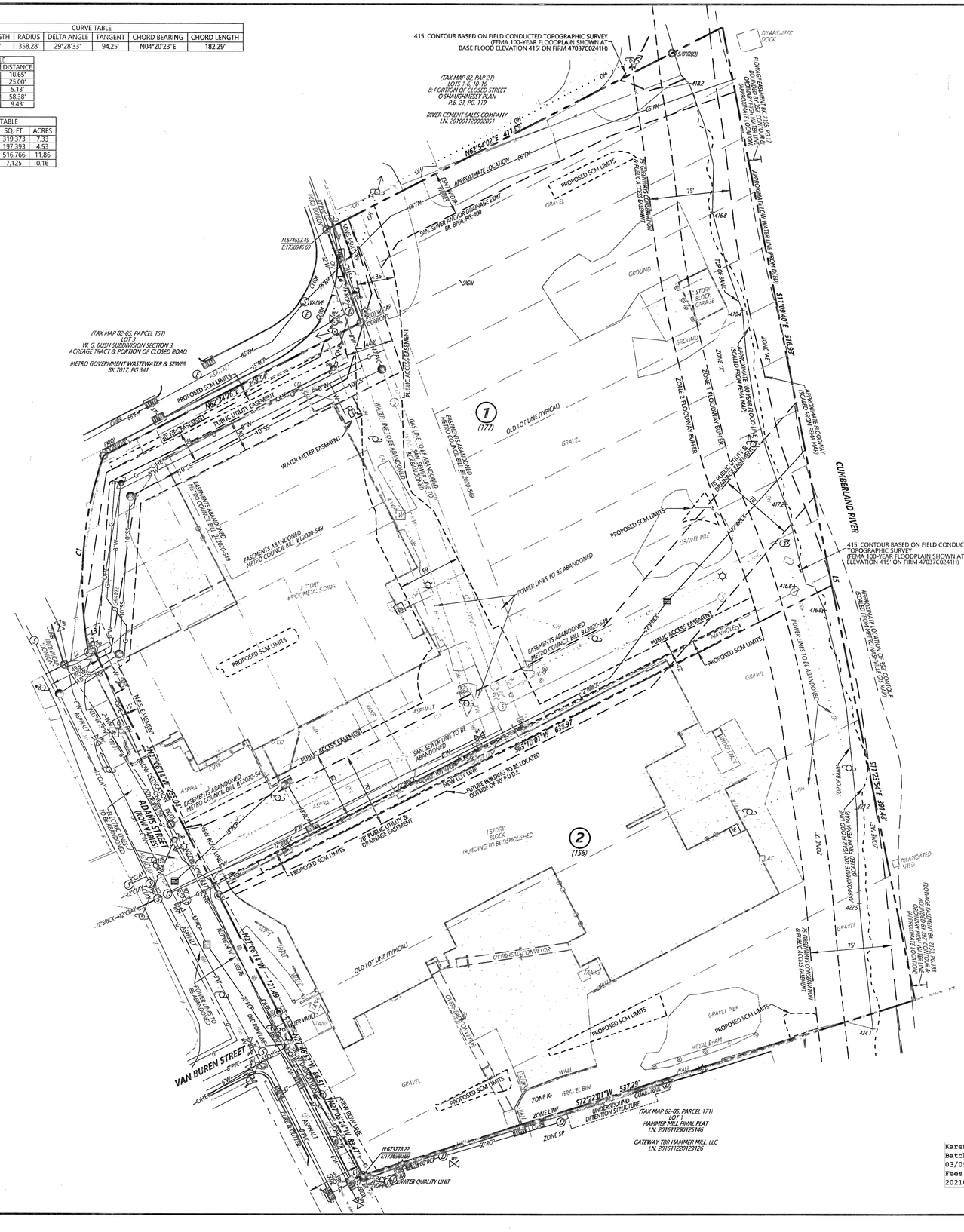
LOT NO.	(X)
PARCEL NO.	(xx)
SPOT ELEVATION	+000.0
RAILROAD SPIKE (OLD)	RR(O)
IRON ROD (OLD)	IR(O)
IRON ROD (SET)	
P K NAIL (OLD)	PK(O)
ELECTRIC BOX	EB(X)
ELECTRIC METER	E
ELECTRIC RISER	ER
TELEPHONE RISER	TR
STORM SEWER MANHOLE	
CURB INLET	
CATCH BASIN	
CLEANOUT	CO
CONCRETE	
WATER METER	W
WATER VALVE	
BORE HOLE	BH
GAS METER	G
GAS VALVE	
SIGN POST	
BOLLARD	
PROPERTY LINE	
FENCE LINE	X
LAMP POST	
GUY WIRE	
EXIST. UTILITY POLE W/ LIGHT	
EXIST. UTILITY POLE	
PROP. POWER POLE	
EXIST. SANITARY SEWER MANHOLE	S
PROP. SANITARY SEWER MANHOLE	
EXIST. FIRE HYDRANT	
PROP. FIRE HYDRANT	
EXIST. OVERHEAD POWER LINE	OH
PROP. OVERHEAD POWER LINE	OHE
EXIST. STORM SEWER LINE	18"RCP
EXIST. GAS LINE	G
PROP. GAS LINE	G
EXIST. WATER LINE	8"W
PROP. WATER LINE	8"W
EXIST. SANITARY SEWER LINE	8"PVC
PROP. SANITARY SEWER LINE	10"SS

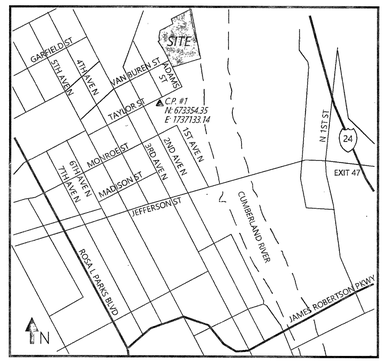
NOTE: UTILITIES WITH "*" ARE FIELD LOCATIONS OF LINES MARKED WITH PAINT BY OTHERS

CURVE TABLE						
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	184.32'	358.28'	29°28'33"	94.25'	N04°20'23"E	182.29'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S72°22'01"W	10.65'
L2	N63°00'50"E	25.00'
L3	S63°17'09"W	5.13'
L4	N20°12'19"W	58.38'
L5	S11°23'54"E	9.43'

AREA TABLE		
LOT	SQ. FT.	ACRES
1	319,373	7.33
2	197,393	4.53
TOTAL	516,766	11.86
ROW DEDICATION	7,125	0.16





VICINITY MAP
NOT TO SCALE

CERTIFICATE OF OWNERSHIP & DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Instrument Number 202012300154693, County Register's Office of Davidson County, Tennessee, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, and that this plat constitutes offers of irrevocable dedication for all public roads, utilities, and other facilities shown hereon as required by the Subdivision Regulations of the Planning Commission of Metropolitan Nashville, Davidson County.

By: Luca Barber Date: 2/25/21
Germantown JV, LLC
Luca Barber

SURVEYOR'S CERTIFICATE

I hereby certify that to the best of my knowledge and belief the hereon shown subdivision plat represents a Category "I" survey having a minimum unadjusted ratio of precision of 1:10,000 and is true and correct. Approved monuments have been or shall be placed as indicated. All side lot lines are at right angles or radial to a street unless otherwise noted.

L. BRANDON LAMBERT — REGISTERED LAND SURVEYOR — AGRICULTURE — 2/23/21 — TENNESSEE NO. 2028

By: L. Brandon Lambert Date: 2/23/21
L. Brandon Lambert

COMMISSION APPROVAL

Approval by the Metropolitan Planning Commission of Nashville and Davidson County, Tennessee.

By: _____ Date: 3-3-2021

NASHVILLE, DAVIDSON COUNTY, TENNESSEE
TAX MAP 82-05, PARCEL 158
COUNCIL DISTRICT: 19TH
COUNCIL MEMBER: FREDDIE O'CONNELL

OWNER:
GERMANTOWN JV, LLC
3102 WEST END AVE, SUITE 780
NASHVILLE, TN 37203

OVERLAY DISTRICTS: FLD & UZO

MODERA GERMANTOWN

FINAL PLAT

CASE No. 2020S-197-001

MINOR SUBDIVISION

FORMER SUBDIVISION NAMES:
O'SHAUGHNESSY PLAN
H.W. MCGAVOCK'S ADDITION TO NASHVILLE

N

T.S.P.C.S.

0 50 100 150
GRAPHIC SCALE (IN FEET)
1 inch = 50 feet

PREPARED BY:

S&ME
658 GRASSMERE PARK DRIVE
SUITE 100
NASHVILLE, TN 37211
(615) 385-4144
ENGINEERING FIRM
LICENSE NUMBER: F-0176

Karen Johnson Davidson County
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DATE: 9/29/20 REV: 12/29/20
REV: 12/01/20 REV: 1/14/21
REV: 12/16/20 REV: 2/23/21

SHEET 1 OF 1

S&ME PROJECT #554719056

L:\Projects\2003\23164\dwg\23164 2008 Revised Final Plat.dwg

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I, Robert Leeman, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signed and sworn to this 9th day of Sept, 2020

Robert Leeman

Signature Deputy Director, Metro Planning Dept.

State of TN

County of DAVIDSON

Personally appeared to me, Amy Rooker, a notary public for this county and state, DAVIDSON Co, TN, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Witness my hand and official seal office in Nashville, TN, this 9th day of Sept, 2020

Amy V. Rooker
State of Tennesee Notary Republic
Davidson County

Notary's signature Amy Rooker

MY COMMISSION EXPIRES: 07/09/2022

Notary's seal (if on paper)

Certificate Of Completion

Envelope Id: 5F5AB260-706C-46A2-8D4C-BDE5749B8F01 Status: Completed

Subject: Complete with Docusign: Legislative Tracking Form - Germantown JV LLC (N0656237xD719A).pdf, Ord...

Source Envelope:

Document Pages: 20 Signatures: 4 Envelope Originator:

Certificate Pages: 15 Initials: 0 Ronald Colter

AutoNav: Enabled 730 2nd Ave. South 1st Floor

EnvelopeId Stamping: Enabled Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada) Ronald.colter@nashville.gov

IP Address: 170.190.198.185

Record Tracking

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1/22/2025 1:29:51 PM Ronald.colter@nashville.gov

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Storage Appliance Status: Connected Pool: Metropolitan Government of Nashville and Davidson County Location: DocuSign

Signer Events	Signature	Timestamp
Abraham Wescott abraham.wescott@nashville.gov Public Property Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/22/2025 1:42:51 PM Viewed: 1/22/2025 1:51:56 PM Signed: 1/22/2025 1:52:58 PM
Electronic Record and Signature Disclosure: Accepted: 1/22/2025 1:51:56 PM ID: 1471071c-b2d6-4898-b122-027172f68d39		
Monique Odom monique.odom@nashville.gov Monique Horton Odom Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.68	Sent: 1/22/2025 1:53:00 PM Viewed: 1/22/2025 1:53:47 PM Signed: 1/22/2025 1:53:58 PM
Electronic Record and Signature Disclosure: Accepted: 1/22/2025 1:53:47 PM ID: ab8c755a-1d42-4d17-b4e3-c37545b42da2		
Jenneen Reed/mjw maryjo.wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/22/2025 1:54:00 PM Viewed: 1/22/2025 5:10:53 PM Signed: 1/22/2025 5:12:10 PM
Electronic Record and Signature Disclosure: Accepted: 1/22/2025 5:10:53 PM ID: 560b86ff-3472-41f8-a841-e6327f65f069		
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/22/2025 5:12:12 PM Viewed: 1/22/2025 7:56:14 PM Signed: 1/22/2025 7:57:12 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 1/22/2025 7:56:14 PM ID: 57b63fd3-5140-4827-8349-86c1ee9afdff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/22/2025 1:42:52 PM
Certified Delivered	Security Checked	1/22/2025 7:56:14 PM
Signing Complete	Security Checked	1/22/2025 7:57:12 PM
Completed	Security Checked	1/22/2025 7:57:12 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure