



This instrument prepared by:
Metropolitan Department of Law
108 Metropolitan Courthouse
Nashville, Tennessee 37201

**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
STORMWATER FACILITIES AND SYSTEMS**

Grading Permit No.: 2021037999

Being on the Property conveyed to DRAPAC GROUP 46, LLC, the deed for which is of record in Instrument No. 20150209 0011683, R.O.D.C., Tennessee.

DRAPAC GROUP 46, LLC (individually or collectively, the “Declarant”), the owner of the real property described in Exhibit(s) A attached hereto and incorporated herein by reference (the “Property”), does hereby covenant, agree and declare as follows:

1. Declarant is lawfully seized of the Property and possessed of said land in fee simple and has good right to make the following declarations and covenants.
2. Declarant has prepared and submitted to Metro a Long Term Maintenance Plan (the “Plan”) acceptable to Metro, a copy of which is attached hereto, and shall thereafter provide for adequate long term maintenance and continuation of the stormwater control measures described in the Plan to ensure that all stormwater facilities (“Facilities”) and systems (“Systems”) required by the Plan are and remain in proper working condition in accordance with the Plan and with all applicable rules, regulations and laws. Declarant shall perform preventative maintenance activities at intervals described in the inspection schedule included in the Plan along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
3. Declarant shall submit to Metro an annual report for the previous year after January 1st, but no later than July 1st of each year. The report shall document the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct Systems and Facilities, the state of control measures, and notification of any planned change in responsibility for such Systems and Facilities.
4. Declarant hereby accords to Metro and its employees, agents and contractors a perpetual right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the Systems and Facilities.
5. Declarant hereby accords to Metro and its employees, agents and contractors a perpetual right of entry for access from public rights-of-way to the Systems and Facilities.
6. If, upon inspection, Metro determines that Declarant has failed to properly maintain the Systems and Facilities in accordance with the Plan, the Declarant acknowledges that Metro will in that event have the authority to order Declarant to perform such maintenance within ten (10) days. In the event the maintenance is not performed within the specified time, Declarant shall allow Metro to enter the property and take all reasonable steps to maintain the Systems and Facilities. Declarant



acknowledges that Declarant understands that Metro is under no duty or obligation to maintain or repair the Systems and Facilities. Declarant shall reimburse Metro in full and upon demand for all costs incurred by Metro in the maintenance or repair of the Systems and Facilities and shall be liable to Metro for the reasonable costs of collection, including without limitation court costs and attorney fees.

7. Declarant shall reimburse Metro in full upon demand in the amount of any judgment rendered **against Metro due to Declarant's failure to perform the obligations created by this instrument.**
8. The Property may be used for any lawful purpose desired after the construction of all of the Systems and Facilities, provided that structural change, in the opinion of Metro (the discretion to give such opinion on behalf of Metro may be exercised by the Director of Water and Sewerage Services, or **the Director's designee**), **will not destroy, weaken or damage them or interfere with their operation** or maintenance. Additionally, prior to any changes or additions to or relocation of the improvements, the Declarant, successors and/or assigns must demonstrate to the satisfaction of the Director of Water and Sewerage Services that any such proposed change, addition, or relocation will not eliminate the improvement or interfere with or significantly change its needed operation, or otherwise pose a danger to the public health or safety. A map depicting any approved change, addition, or relocation of the improvements shall be recorded with reference to this instrument number.
9. These restrictions and covenants under this instrument shall become void if the structures on the property are demolished, the property is prepared for redevelopment, and the Director of Water and Sewerage Services certifies that all portions of the public storm water system on or immediately adjacent to the property have been restored to the existing condition as of the day of the execution of this instrument.

The Declarant shall provide this executed document along with associated recording fees (payable to the Davidson County Register of Deeds) to Metro Water Services for the purpose of recording this Declaration. Upon the recording of this Declaration by Metro in the office of the Register of Deeds for the county of Davidson, Tennessee, the foregoing restrictions and covenants shall run with the land and shall be binding on Declarant and all subsequent owners of the Property (or any portion thereof) and shall inure to the benefit of and be enforceable by Metro, its successors and assigns (although Metro's **failure to exercise its enforcement rights** in any particular situation shall not be deemed a waiver of them). Declarant, for itself **and its successors in interest, further covenants to warrant and forever defend Metro's enforcement rights** regarding the foregoing restrictions and covenants against the adverse claims of all persons. Any plat recorded at or after the date of the filing of this Declaration shall reference the instrument number where this Declaration and its attachments are recorded and contain a note that the Declarant is responsible for maintaining the Systems and Facilities. The foregoing covenants and restrictions may not be modified or amended except by a recorded instrument signed by Declarant and Metro (the discretion to do so on behalf of Metro may be exercised by the Director), or their respective successors or assigns, and shall not be extinguished by merger of title or otherwise.



WITNESS my/our hand(s), this 28th day of November, 2022

[Signature]
Declarant

Sebastian Drapac
Declarant

STATE OF ~~TENNESSEE~~ Georgia
COUNTY OF ~~DAVIDSON~~ Fulton

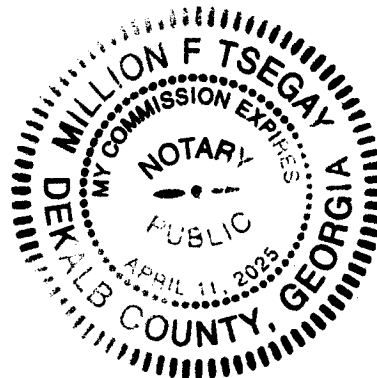
Before me, Million F. Tsegay, a Notary Public of the State and County
aforesaid, personally appeared Sebastian Drapac
with whom I am personally acquainted, and who, upon oath, acknowledged himself
to be Manager
the within named bargainer(s), Declarant and that he, as
such Declarant

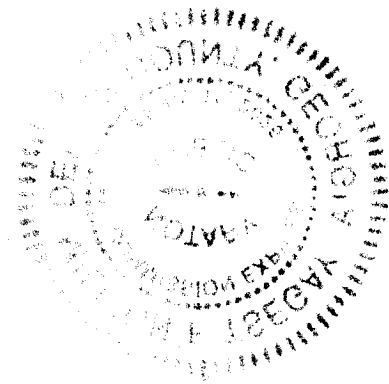
being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 28th day of November, 2022

M. F. Tsegay, Notary Public

My Commission Expires April 11, 2025





MEMORANDUM FOR THE RECORD

DATE: 10/10/1961

TO: Mr. Tolson
FROM: Mr. [illegible]
SUBJECT: [illegible]

RE: [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]



FOR GOVERNMENT USE ONLY

I, Mike Atchison, 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 as of 12/13/22.
Date

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

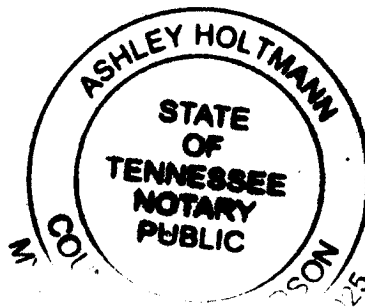
M. Atchison
Signature

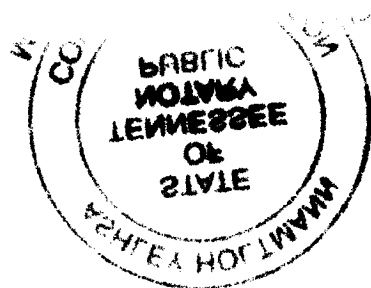
**STATE OF TENNESSEE
COUNTY OF DAVIDSON**

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

Ashley Holtmann
Notary Signature

MY COMMISSION EXPIRES: 9/18/25
Notary's Seal







IV. Long Term SCM Maintenance Plan Instructions

The Long Term Maintenance Plan is a component of the Maintenance Document for the development or site. One of the purposes of the Long Term Maintenance Plan is to inform property owners about the system components on their properties, so that they will know the locations and maintenance needs of the components and structural SCMs.

The Long Term Maintenance Plan must include or address the following elements:

- Description of the stormwater system components and a site map showing the location of each. For sites designed in accordance with the SWMM, Volume 5, the LID Manual, this includes a site map showing areas of open space that received credit for lowering the site weighted runoff coefficient. Ongoing site SCM inspection and maintenance compliance shall include verification that such areas remain as open space as indicated on the plans.
- Schedule of inspections and the techniques used to inspect and maintain the systems to ensure that they are functioning properly as designed.
- Where and how the trash, sediment and other pollutants removed from the stormwater system will be disposed.
- Schematics of SCMs located on the site. Landscape plans should also be included for bioretention areas.
- Person(s) and phone number(s) of who will be responsible for inspection and maintenance. If the organization that will be responsible is yet to be organized, list the name, address, and phone number of the person or entity with interim responsibility.
- Provisions for permanent access and maintenance easements.

LONG TERM MAINTENANCE PLAN

THE PARKS AT CANE RIDGE- PH. 1

SWGR 2021037999

***CANE RIDGE ROAD
DAVIDSON COUNTY, TENNESSEE***

October 2021

Prepared By:



RaganSmith

315 Woodland Street
Nashville, Tennessee 37206
(615) 244-8591

20-202/2082

| SITE DESCRIPTION | | | |
|--|--|-------------------------|--|
| Project name and Location: | The Parks at Cane Ridge-Phase 1 0 Cane Ridge Road, Antioch, Davidson County, Tennessee | Owner Name and Address: | Drapac Group 46, LLC 1031 Marietta Street NW Suite A Atlanta, GA 30318 Contact: Dan Mason (404) 409-7957 dan@stbourne.com |
| STORMWATER SYSTEM DESCRIPTIONS & LOCATIONS | | | |
| DETENTION AND BIO RETENTION PONDS <ul style="list-style-type: none"> Seven stormwater detention ponds are utilized for the Cane Ridge Ph. 1 development to accommodate water quantity requirements. All ponds include at least one bio retention pond for water quality measures. All ponds contain outlet control structures, overflow spillways, earthen berms, and riprap headwall protection. See location map included in this document for detention pond and bio retention pond locations. | | | |
| FREQUENCY OF INSPECTIONS: <ul style="list-style-type: none"> All BMP's (Best Management Practices) will be inspected monthly or following a major storm event. An Inspection and Maintenance checklist should be used. General maintenance for the grass channel will be characterized by regular mowing, repair of check dams, and regular spring cleanup. A grass height of 3 to 4 inches should be maintained in the grass channel, and areas where vegetation has not been successfully established shall be replanted. Trash and debris build up shall be removed, and sediment buildup shall be removed in the channel bottom when it accumulates to 25% of original total channel volume. Rills and gullies formed on side slopes shall be corrected. The survival of the plants in the wet ponds shall be ensured; otherwise, they shall be replaced. Mulch in the wet ponds shall be replaced annually as needed to maintain a 3-inch layer. Sediment and debris should be routinely removed from controls. Sediment shall be removed from the wet ponds when 1/3 of the storage capacity is filled or when re-suspension is apparent. Forebays shall be cleaned of sediment when they have reached 1/3 of their capture volume. Rip-rap outlet structures shall be inspected after heavy rains, and repairs shall be made immediately. The outlet control structure shall be periodically checked for clogging. Slopes shall be periodically mown and checked for erosion, and tree growth on the embankment. More frequent sediment removal is recommended to avoid high accumulation of contaminants. | | | |

DISPOSAL OF ACCUMULATED MATERIALS

As a result of the periodic inspections of the detention ponds and storm water management facilities, it will become necessary to dispose of accumulated sediment, foliage and/or litter. The foliage and litter will be collected and stored in securely lidded container(s) approved by Davidson County and meeting all local and Tennessee Department of Environment & Conservation (TDEC), Division of Solid/Hazardous Waste Management regulations. The containers holding non-hazardous materials will be emptied per the Davidson County solid waste disposal pick-up schedule. Sediment removed from the detention pond and/or storm water management facilities will be stored, transported, and disposed of according to local, state, and federal regulations.

Any materials suspected of being hazardous should be separated from the accumulated material and TDEC, Division of Solid/Hazardous Waste Management should be contacted at (615) 532-0780 for direction on the proper disposal procedures required.

PROVISIONS FOR ACCESS & MAINTENANCE EASEMENTS

All BMP's (Best Management Practices) are accessible to Metropolitan Nashville for inspection.

DOCUMENTATION

Upon completion of the site construction, as-built drawings of the stormwater controls will be provided to Metropolitan Nashville for verification.



Drawing Title
**MAINTENANCE
EXHIBIT**

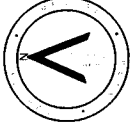
| | |
|-------------|------------------|
| Scale | NOT TO SCALE |
| Date | DECEMBER 1, 2022 |
| Approved By | JFV |
| Revisions | |
| | - |
| | - |
| | - |
| | - |
| | - |

PARKS AT CANE RIDGE - PHASE 1
FOR
CANE RIDGE TN, LLC

CANE RIDGE ROAD, 31ST COUNCIL DISTRICT, ANTIPOCH, TENNESSEE

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com



Nashville Metro Water Services, Stormwater Control Measures Annual Inspection and Maintenance Summary Report

IMPORTANT INFORMATION: (Use of this new form is required effective January 1st, 2020)

- An Annual Inspection and Maintenance Summary Report is required to be submitted by the owner (or other authorized personnel) for all Stormwater Control Measures (SCMs) with a grading permit number of 2008 or later. This new form will replace the original checklist within the Long Term Maintenance Agreement.
- Annual Inspection Summary Reports shall be submitted after January 1st and by no later than July 1st. The report should be a summary of the previous year's (January-December) inspection/maintenance of all SCM structures
- Only one form shall be submitted by each owner (or other authorized personnel) for all the structures on the property. For example, if your property has a bioretention basin and pervious pavers (all under a 2008 grading permit or later), the site Annual Inspection and Maintenance Summary Report shall include information on the inspection and maintenance on both the bioretention basin and pavers. Reports that omit SCM structures on the property (from 2008 or later) will not be logged into Metro's database.
- Please note: Owners are required to maintain documentation of routine inspections and maintenance performed throughout the year (i.e. photographs, inspection notes, waste disposal tickets, etc.). This documentation is not required to be submitted to Metro, unless otherwise requested.
- This form shall be submitted "electronically" in PDF format to the following inbox: mws.scm@nashville.gov.
- More information about SCM Inspection and Maintenance Reporting can be found at scm.nashville.gov.

Site Information (*Incomplete Forms will not be accepted*)

| | | | |
|--|--|------------------|--|
| Business Name (if applicable): | | Grading Permit # | |
| Owner Name: | Total Number of SCM on Property: ____ (List <u>number</u> of each types below This form should include all SCMs on the parcel!) | | |
| Owner Email: | | | |
| Owner Phone #: | | | |
| Property Address: | | | ____ Underground Vault* ____ Dry Detention Pond ____ Bioretention Basin (Rain Garden) ____ Porous Pavement/Pavers ____ Water Quality/Grass Swale ____ Wet Pond ____ Other: _____ |
| | | | |
| Inspector Name: | | | |
| Inspector Phone Number/Email | | | |
| Inspector Company Name (If Applicable) | | | * For Underground Vaults, list make/model: _____ _____ |
| Summary of Inspection/Maintenance Notes. (If needed add 2 nd sheet of notes) | All SCMs functioning at time of the most recent inspection. <input type="checkbox"/> Yes <input type="checkbox"/> No (If not, please explain below what was done to correct): | | |
| | | | |
| Maintenance Performed (Throughout the previous Calendar Year) Yes <input type="checkbox"/> No <input type="checkbox"/> | | Notes: | |
| Owner/Authorized Personnel Signature: (By signing this checklist, you are certifying to being the authorized personnel for this property to attest that all information on this sheet is correct. | | Date | |

OFFICIAL RECORDING RECEIPT

KAREN JOHNSON
Davidson County, Register of Deeds
Payment Receipt

DOCUMENT TYPE: **EASEMENT**

BOOK: PAGE: 0

12/13/2022 02:10:30 PM

Inst #
202212130129332

Grantor: DRAPAC GROUP 46 LLC,
Grantee: METROPOLITAN GOVERNMENT
OF NASHVILLE

| | |
|---------------------|--------------|
| Recording Fee | 55.00 |
| Data Processing Fee | 2.00 |

| | |
|------------------------|--------------|
| DOCUMENT TOTAL: | 57.00 |
|------------------------|--------------|

| | |
|--------------------|--------------|
| ACH TOTALS: | 57.00 |
|--------------------|--------------|

Receipt not valid until funds paid by bank.