

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY,
BY AND THROUGH THE BOARD OF PARKS AND RECREATION,
AND CHEEKWOOD BOTANICAL GARDEN AND MUSEUM OF ART**

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____, 2025, by and between the Metropolitan Government of Nashville and Davidson County, by and through the Board of Parks and Recreation ("Metro Parks"), and Cheekwood Botanical Garden and Museum of Art ("Cheekwood").

1. PURPOSE

The purpose of this MOU is to outline the terms under which Cheekwood will transition its overflow parking operations off Metro Parks property while implementing transportation demand management strategies, and executing on the provisions and benchmarks in the report and recommendations in Exhibit 2 to complete all required milestones in compliance with the MOU.

2. PARKING ON PARKS PROPERTY

During the Term, and provided that Cheekwood is in compliance with its responsibilities as set forth in this MOU, Cheekwood shall be permitted to utilize the areas ("Parking Areas") shown on Exhibit 1 for parking for its patrons. For avoidance of doubt, Cheekwood shall not be permitted to utilize the area referred to as the "West Lot." Cheekwood may be permitted to make reasonably necessary improvements to the Parking Areas; provided, however, that all such improvements must be approved in advance by Metro Parks staff, such approval not to be unreasonably withheld.

3. TERM

This MOU shall be effective as of April 1, 2025, and shall continue for a term ending on December 31, 2027. The parties will work together in good faith to extend the term provided that Cheekwood is in compliance with its responsibilities as set forth herein.

4. RESPONSIBILITIES

Cheekwood and Metro shall timely carry out the responsibilities assigned to them in the report and recommendation attached as Exhibit 2 to this MOU.

5. COMPLIANCE AND ENFORCEMENT

1. Metro Parks, in consultation with Metro Legal, and any consultants necessary, will monitor progress and verify Cheekwood's adherence to project benchmarks.
2. If Cheekwood fails to meet the obligations provided in this MOU, Metro Parks may terminate this agreement upon 60 days' written notice.

6. AMENDMENTS

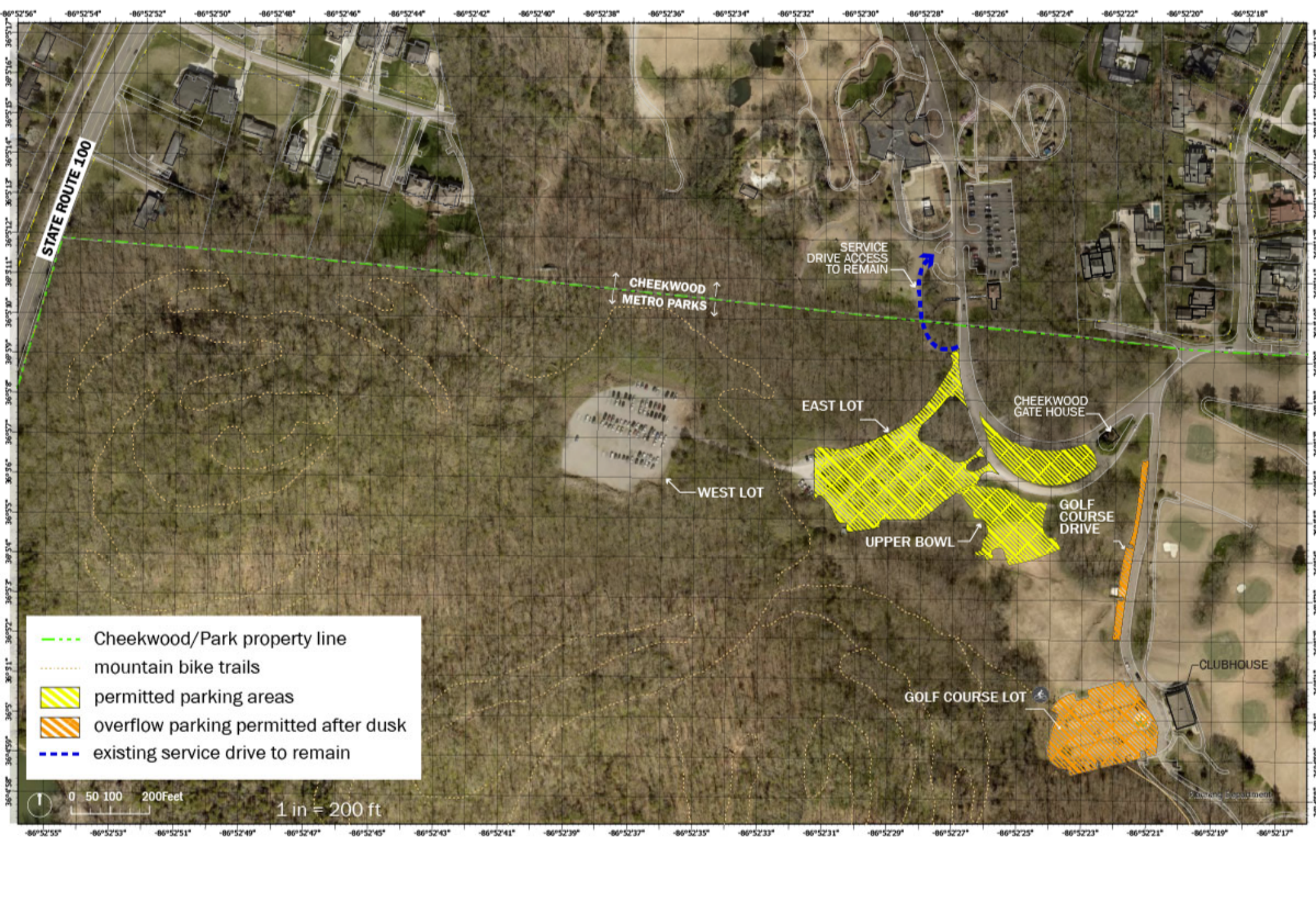
This MOU may be amended only by written agreement signed by authorized representatives of both parties.

7. TERMINATION

This MOU shall automatically terminate upon the successful completion and the receipt of a use and occupancy permit, of Cheekwood's on-site parking facility, and the elimination of its reliance on Metro Parks land for parking purposes.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

Exhibit 1



2025- 2027 MOU Provisions and Benchmarks

Exhibit 2

Provision Categories

D&C = design and construction

CP = capital planning

TDM = transportation demand management

A = SR 100 access

MO&C = management, operations & communications

Year One MOU Benchmark Provisions (March 31, 2025- March 31, 2026)

- Metro Planning (“MPC”), in conjunction with Metro Parks staff, shall supply the Metro Parks Board with an updated map pertaining to a revised Memorandum of Understanding (“MOU”) Parking Agreement for overflow parking for Year One through Year Two.
- Cheekwood shall provide a Schedule of Performance (SOP) for Year One Tasks and Milestones
- Metro will coordinate with internal and external stakeholders and consultants, monitor progress, and verify completion of all required milestones.

To demonstrate compliance with the 2025 MOU, Cheekwood shall execute the provisions and submit the documentation outlined in the tables below to Metro by the appropriate deadline. This includes a provision that Cheekwood submit quarterly reports demonstrating progress towards the benchmarks.

Prerequisites for the 2025 MOU

DATE	CATEGORY	PROVISION	DOCUMENTATION
Pre-Requirements for 2025 MOU (implement by March 2025)	D&C	• Execute contract for design and engineering services for parking facility. • Commence procurement for key consultants (transportation, environmental, and geotechnical engineers; landscape architects, et cetera).	• Redacted, signed contract, or invoice. • Progress report of key consultant procurement
	CP	• Develop a capital campaign and financial plan. • Begin fundraising.	• Submit financial/fundraising plan for the parking capital project. • Add parking donation request to Support page on website. • Redacted, signed contracts
	TDM	Implement a pre-paid parking program on park property with a tiered policy for managing access during regular and peak event times. (Refer to Implementation Plan for more details on parking strategies.)	Document certifying that the program is in place. Updates should include data that reflect how the program is working for guests, members, and special event parking. The Parks Board may impose more detailed requirements if the program is not being managed successfully.
	MO&C	• Plan and notify vendors of 2025 vendor delivery policy.	• Submit vendor delivery policy. • Name of liaison with contact information

		Designate a primary project liaison with Metro Parks Board, MPC, and Cheekwood Board.	
JUNE (+3 mos.)	SUBMIT QUARTERLY PROGRESS REPORT FOR MARCH-JUNE 2025		
SEPT (+6 mos.)	D&C	- Complete 30% Design Development (design and cost estimates) documents. - Complete appropriate environmental impact and geotechnical studies. - Initiate procurement process for construction contractor team.	30% DD set - Geotechnical report
	A	Coordinate with NDOT on SR 100 access analysis. NDOT to submit comments on initial design review & required modifications.	
	CP	Present an update on project funding plan.	Summary of fundraising progress. Specific fundraising goals to be included in Milestone Schedule.
	MO&C	- Conduct meeting on 2025 vendor delivery policy. - Establish neighborhood liaison & begin regular mailings to neighbors to communicate progress. - Present project progress (design, fundraising, milestone schedule status) at Metro Parks Board Sept meeting.	- Agenda and attendee list from vendor delivery policy meeting - Name of neighborhood liaison - Presentation slides
	TDM	- Develop interim on-site or remote parking strategy for the construction period. - Conduct study of Uber/Lyft drop-off options at Cheek Rd.	- Summary of interim parking strategy - Recommendations from Ride Share study
DEC (+9 mos.)	SUBMIT QUARTERLY PROGRESS REPORT FOR SEPT-DEC 2025		

Year Two Benchmark Provisions (March 31, 2026 – December 31, 2027)

- Documentation shall be submitted to Metro for verification of completion of all required milestones in compliance with the MOU.
- Year Two reflects timeline to accommodate the duration of expected construction.
- Cheekwood shall provide a Schedule of Performance (SOP) for Year Two Tasks and Milestones
- Metro will, in good faith, consider and recommend time extensions for milestones in cases where unforeseen conditions or complications have delayed otherwise timely and legitimate progress towards objectives.

To demonstrate compliance with the 2025 MOU, Cheekwood shall execute the provisions, and submit to Metro the documentation outlined in the table below by the appropriate deadline:

DATE	CATEGORY	PROVISION	DOCUMENTATION
MARCH (+12 mos.)	D&C	complete 90% construction documents	90% CD set
	CP	• Full execution of loan agreement and promissory note • Fundraising progress	• Promissory note (redacted) • Report of fundraising progress
	MO&C	• Present project progress to Metro Parks Board at their March 2026 meeting • Construction timeline	• Presentations slides • 2025 project progress report with estimated construction timeline
	TDM	• Present interim parking strategy while the on-site parking is under construction • Implement ride share recommendations from study	Summary report of ride share implementation and interim parking
	A	Coordinate with NDOT implementation of SR 100 access solution	Memo
JUNE 2026 (+15 mos.)	SUBMIT QUARTERLY PROGRESS REPORT FOR MARCH-JUNE 2026		
SEPT 2026 (+18 mos.)	D&C	• 100% Construction Documents • Application for grading permits submitted.	• CD set • Grading permit application
	MO&C	Present project progress to Metro Parks Board at their Sept. 2026 meeting	Presentations slides
DEC 2026 (+21 mos.)	SUBMIT QUARTERLY PROGRESS REPORT FOR SEPT-DEC 2026		
Mar. 2027 (+24 mos.)	D&C	60% construction	Verification of 60% construction
	MO&C	Present project progress to Metro Parks Board at their March 2027 meeting	Presentations slides
JUNE 2027 (+27 mos.)	SUBMIT QUARTERLY PROGRESS REPORT FOR MARCH -JUNE 2027		
SEPT 2027 (+30 mos.)	A	Coordinate with NDOT on SR 100 access implementation	Memo
	D&C	• 99% construction complete • Apply for use & occupancy permit	Occupancy permit application

		MO&C	Present project progress to Metro Parks Board at their Sept 2027 meeting	Presentations slides
	DEC 2027 (+33 mos.)	SUBMIT QUARTERLY PROGRESS REPORT FOR SEPT- DEC 2027		