

## Purchase and Sale Agreement

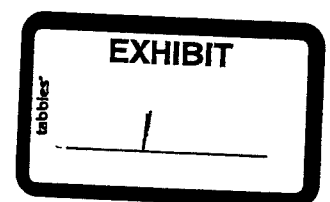
This Agreement is between the Nashville Metropolitan Transit Authority (“MTA”) and the Metropolitan Government of Nashville and Davidson County (“Metro”) regarding the transfer of the Clement Landport property by MTA to Metro.

**WHEREAS**, the real property located at 1011 Demonbreun Street, Nashville, TN 37203, the legal description of which is attached as **Exhibit A**, commonly referred to as the “Clement Landport” (the “**Property**”) is titled in the name of the “Metropolitan Transit Authority”; and

**WHEREAS**, pursuant to the terms of this Agreement, MTA proposes to sell and Metro proposes to purchase the Property for its fair market value for use in connection with construction of a pedestrian bridge spanning the railroad gulch and associated improvements (collectively, the “**Project**”).

**NOW, THEREFORE**, the parties agree as follows:

1. This Agreement shall become effective only after its approval by the MTA Board, the Federal Transit Administration and the Metropolitan Council and upon the date (“**Effective Date**”) of its filing with the Metro Clerk; provided, however, that should all such approvals not have occurred as of the 31st day of December, 2016, either party shall have the right to terminate its obligation to purchase or sell by written notice to the other party.
2. The gross purchase price for the Property shall be \$8,400,000, of which \$840,000 shall be retained by Metro as reimbursement for the contribution Metro made towards MTA’s original purchase of the Property. Therefore, the net purchase price to be paid by Metro to MTA at closing shall be \$7,560,000.
3. Closing shall be at a place and time specified by Metro within 180 days after the Effective Date. The time for closing shall be extended upon Metro’s reasonable request; provided, however, that such extensions, shall not exceed a total of ninety (90) days without the written approval of MTA.
4. The costs for preparation and recording of the deed shall be evenly divided between MTA and Metro. The parties shall be responsible for payment of their respective attorney fees and of any costs incurred by them.



5. At all times prior to closing, Metro and its officers, agents and employees shall have reasonable access to the Property for the purpose of conducting such surveys, tests and evaluations as may be useful in preparing to undertake the Project. In its exercise of the privileges granted by this paragraph, Metro shall avoid interfering with any permitted use of the Property. Metro shall substantially restore the Property to its original condition after any inspection.
6. Through closing, MTA shall maintain the Property in its current condition, normal wear and tear, natural disasters, acts of god, and other occurrences beyond MTA's reasonable control, excepted.
7. The parties shall cooperate in the orderly transfer to Metro of any accounts for utilities serving the Property. MTA shall be responsible for the payment of any charges for utility service accruing prior to closing, and Metro shall be responsible for such charges accruing after closing.
8. At closing or within a reasonable time thereafter, MTA shall provide keys to locks securing access to improvements on the Property and all documents in MTA's immediate possession that relate to the ownership, maintenance, maintenance, construction or condition of the Property or improvements on the Property.
9. Conveyance of MTA's entire interest in the Property to Metro shall be by Quitclaim Deed in substantially the form of the document attached as **Exhibit B**. It is understood that MTA shall convey the Property, without warranty of any type or kind, AS IS, WHERE IS, WITH ANY AND ALL DEFECTS, all of which shall be expressly stated in the Quitclaim Deed. Metro covenants that it has examined this Property and agrees to accept same in its present condition. There are no other or additional written or oral understandings as to its condition.
10. Notices given under this Agreement shall be provided to:

MTA: Nashville Metropolitan Transit Authority  
Stephen G. Bland, CEO  
430 Myatt Drive  
Nashville, TN 37115

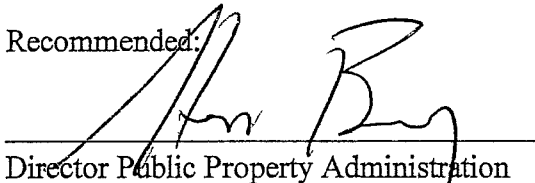
Metro: Director of Law  
Metropolitan Courthouse, Suite 108  
P.O. Box 196300  
Nashville, TN 37219

11. This Agreement contains all of the understandings of the parties with respect to the subject matter hereof and any prior discussions, statements or negotiation are merged herein and barred hereby. This Agreement may be modified only by a written instrument signed by an authorized representative of both parties.
12. Any action arising from this Agreement shall be brought in the Circuit or Chancery Courts of Davidson County, Tennessee. This Agreement shall be governed by and interpreted in accordance with the laws of Tennessee.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective authorized officials on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Metropolitan Government of Nashville  
and Davidson County**

Recommended:

  
Director Public Property Administration

Approved as to Availability of Funds:

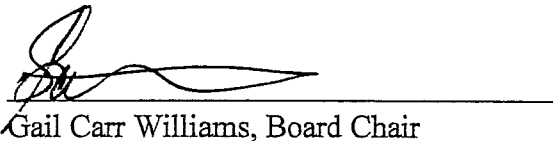
  
Director of Finance

Approved as to Form and Legality:

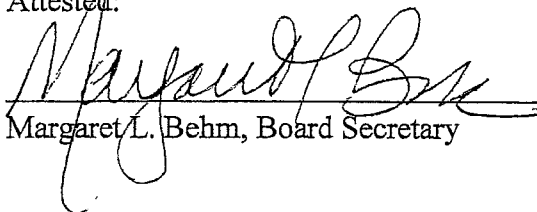
  
Metropolitan Attorney

**Nashville Metropolitan Transit Authority**

  
Stephen G. Bland, Chief Executive Officer

  
Gail Carr Williams, Board Chair

Attested:

  
Margaret L. Behm, Board Secretary

**EXHIBIT A**  
**Land Description by Survey**

Being a parcel of land lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, south of Demonbreun Street, west of 10<sup>th</sup> Avenue South, north of the CSX Transportation Railroad and being Lot 2 of the Landport at Cummins Station as recorded in Plat Book 9700, page 475, R.O.D.C.T. (Register's Office of Davidson County, Tennessee) and being more particularly described as follows:

Beginning at a "Drilled Hole" Found in the south right-of-way of Demonbreun Street (50' R.O.W.) and the north right-of-way of the CSX Transportation Railroad and being the northwest corner the herein described property;

Thence, with the south right-of-way of Demonbreun Street, North 62 degrees 40 minutes 39 seconds East, 248.91 feet to an iron rod with OHM Advisors cap set at the base of a stone wall, a northwest corner of the Cummins Station LLC, Property as recorded in Book 10302, page 135, R.O.D.C.T., Lot 1 of the aforementioned Landport Plat;

Thence, with the west boundary of Lot 1, South 27 degrees 01 minutes 53 seconds East, 627.40 feet to an iron rod with OHM Advisors cap set at the base of a stone wall;

Thence, North 62 degrees 59 minutes 59 seconds East, 26.13 feet to a railroad spike found;

Thence, with a curve to the left, said curve having a radius of 1,180.89 feet, an arc length of 319.59 feet and a chord of South 36 degrees 50 minutes 21 seconds East, 318.61 feet to an iron rod with OHM Advisors cap set in the west right-of-way of Alley 120 (unimproved) and the north right-of-way of the CSX Transportation Railroad;

Thence, with the north right-of-way of CSX Transportation Railroad, North 51 degrees 27 minutes 42 seconds West, 635.24 feet to an iron rod with OHM Advisors cap set;

Thence, with a curve to the right, said curve having a radius of 743.14 feet, an arc length of 316.21 feet and a chord of North 39 degrees 16 minutes 20 seconds West, 313.83 feet to a iron rod with OHM Advisors cap set;

Thence, North 27 degrees 04 minutes 57 seconds West, 55.05 feet to the Point of Beginning.

The above described parcel contains by survey 2.92 acres (127,395 sq. ft.) more or less and is based on a survey by Jason Moseley with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN 37203, with a field date of August 13, 2015.

# NASHVILLE METROPOLITAN TRANSIT AUTHORITY

OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

## BOARD ACTION ITEM

Item Number: A-16-021

Meeting Date: 08/25/16

Item Title: CLEMENT LANDPORT

### BACKGROUND

In 1998, the Nashville Metropolitan Transit Authority purchased property located at 1011 Demonbreun Street ("Clement Landport") with an 80 percent funding contribution from the Federal Transit Administration ("FTA"). The State of Tennessee ("State") and the Metropolitan Government of Nashville and Davidson County (Metropolitan Government") each contributed 10 percent of the funding. The property was originally used as an AccessRide hub and bus stop and later utilized by MTA Customer Care staff. By 2012, the property was no longer needed for transit purposes and is currently surplus MTA property. The FTA has previously advised that the continued lack of use for transit purposes could result in MTA being required to repay the FTA contribution. Most recently, the draft "nMotion" Strategic Service Plan examined possible reuse of the Landport as a potential future transit hub. Although the study has identified the need for a secondary hub in Downtown Nashville south of Broadway, access issues associated with the Landport (particularly, traffic constrictions on Demonbreun Street) would severely limit its usefulness in this regard.

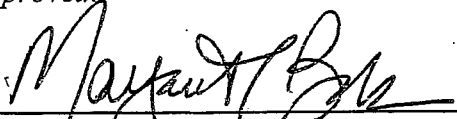
The Metropolitan Government has expressed interest in purchasing the Clement Landport, including a 1,919 square foot building, associated with a broader public works project for the construction of a pedestrian bridge spanning the railroad gulch. Under FTA regulations, MTA is required to receive fair market value for property acquired using Federal funds. An appraisal of the Clement Landport was completed and per FTA regulations, a review appraisal was completed on July 13, 2016. Both appraisers concur that the property holds an estimated fair market value of eight million four hundred thousand dollars (\$8,400,000). The appraisal information is currently under review by the FTA along with our request to use proceeds from the sale to reduce the gross project cost of necessary renovations of MTA facilities.

As the sale of the Clement Landport is beneficial to both MTA and the Metropolitan Government, we are seeking the Board's approval to move forward with the sale of the property by quitclaim deed to the Metropolitan Government subject to FTA approval of the property appraisal and our request for retention of the proceeds for capital projects and subject to Metropolitan Council approval on or before December 31, 2016. The gross purchase price for the property will be \$8,400,000 ("Purchase Price:") of which MTA will retain, upon FTA approval, 80% of the Purchase Price for future transit capital needs and reimburse the State of Tennessee 10% of the Purchase Price and the Metropolitan Government 10% of the Purchase Price for contributions made towards MTA's original purchase of the Clement Landport.

### COMMITTEE RECOMMENDATION

The Performance and Oversight Committee recommends to the Board the approval of the sale of the Clement Landport to the Metropolitan Government for \$8,400,000 contingent upon approval by the Federal Transit Administration and the Nashville Metropolitan Council.

Approved:

  
Secretary

August 25, 2016

Date



THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE DESCRIPTION OF OR STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER, WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION.

WITNESS our hands this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**Nashville Metropolitan Transit Authority**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within named \_\_\_\_\_, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that HE/SHE is the \_\_\_\_\_ of Nashville Metropolitan Transit Authority, the within named Grantor, and that in such capacity, HE/SHE, being authorized so to do, executed the foregoing Quitclaim Deed for the purposes therein contained, on behalf of the said Nashville Metropolitan Transit Authority.

Witness my hand and seal, at office, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

## Purchase and Sale Agreement

This Agreement ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 between (i) the Metropolitan Government of Nashville and Davidson County ("**Metro**"); and (ii) Cummins Station, LLC, a Tennessee limited liability company ("**CS**") regarding the transfer of the Clement Landport property by Metro to CS.

WHEREAS, the real property located at 1011 Demonbreun Street, Nashville, TN 37203, the legal description of which is attached as Exhibit A, commonly referred to as the "Clement Landport" (the "**Property**") is titled in the name of the "Metropolitan Transit Authority"; and

WHEREAS, pursuant to the terms of a Purchase and Sale Agreement (the "**MTA/METRO Agreement**") between Metro and the Nashville Metropolitan Transit Authority ("**MTA**"), MTA has agreed to sell to Metro and Metro has agreed to acquire the Property from MTA according to the terms of the MTA/Metro Agreement; and

WHEREAS, Metro proposes to sell the Property to CS upon acquisition of the Property from MTA for the purchase price and upon the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. This Agreement shall become effective only after approval by the Metropolitan Council and the MTA Board of the MTA/METRO Agreement and approval by the Metropolitan Council of this Agreement and upon the date ("**Effective Date**") of its filing with the Metro Clerk; provided, however, that should all such approvals not have occurred as of December 31, 2016, either party shall have the right to terminate its obligation to purchase or sell by written notice to the other party.

2. The purchase price of the Property to be paid for the Property shall be Eight Million and No/100 Dollars (\$8,400,000) which shall be applied by Metro toward the purchase price for the Property pursuant to MTA/METRO Agreement. At Closing, CS shall be entitled to the Eight Hundred Forty Thousand and No/100 Dollars (\$840,000) credit received by Metro toward its purchase of the Property from MTA under the MTA/METRO Agreement which shall be applied against the payment of the purchase price to Metro under this Agreement. The purchase of the Property by CS under this Agreement shall take place concurrently with and is conditioned upon: (i) the closing of the purchase of the Property by Metro under the MTA/METRO Agreement; and (ii) the grant of a pedestrian bridge easement pursuant to the recordation of the Easement and Maintenance Agreement between CS and Metro (the "**Easement**") substantially in the form attached hereto as Exhibit B and the payment of the "**Easement Consideration**" by Metro under the terms of the Easement.

3. Closing shall be at a place and time within thirty (30) days after the later of: (a) the Effective Date; and (b) the approval by the Federal Transit Administration of the United States Department of Transportation ("**FTA**") of the transfer of the Property by MTA to Metro and payment of the purchase price by Metro under the MTA/METRO Agreement ("**Closing Date**"). The Closing Date may be extended upon Metro's or CS's reasonable request in the event that approval by FTA has not been obtained; provided, however, that such extensions, shall not exceed a total of ninety (90) days without the written approval of the other party and by



MTA under the MTA/METRO Agreement. The closing shall occur at the office in Nashville, Tennessee of the title company, acting as escrowee, designated by CS for the purpose of closing the transaction and issuing to CS a title insurance policy covering the Property. Metro agrees to cooperate with CS to treat this transaction as an exchange of like-kind property under Section 1031 of the Internal Revenue Code of 1986, as amended, and to execute any documents reasonable required to give effect to such transaction. The cost of preparation of any such documentation shall be paid by CS.

4. The costs for preparation and recording of the deed shall be evenly divided between MTA and CS. The parties shall be responsible for payment of their respective attorney fees and of any costs incurred by them. Metro and CS shall share equally the cost of any charges by the title company to act as escrowee in connection with the Closing. Metro shall pay the cost of recording the Easement. CS shall pay the cost of any title insurance policy issued to CS in connection with the acquisition of the Property and the cost of any lender's title insurance policy issued to CS's lender in connection with the funding of the purchase price under this Agreement.

5. At all times prior to closing, CS and its officers, members, partners, agents and employees shall have reasonable access to the Property for the purpose of conducting such surveys, tests and evaluations as may be useful in preparing to undertake the Project. In its exercise of the privileges granted by this paragraph, CS shall avoid interfering with any permitted use of the Property. Metro shall substantially restore the Property to its original condition after any inspection.

6. It shall be condition to CS's obligations to purchase the Property under this Agreement that MTA, under the MTA/METRO Agreement, shall maintain the Property in its current condition, normal wear and tear, natural disasters, acts of god, and other occurrences beyond MTA's reasonable control, excepted.

7. The parties shall cooperate in the orderly transfer to CS of any accounts for utilities serving the Property. Pursuant to the MTA/METRO Agreement, MTA shall be responsible for the payment of any charges for utility service accruing prior to closing, and CS shall be responsible for such charges accruing after closing.

8. At closing or within a reasonable time thereafter, METRO shall deliver to CS all keys to locks and security codes, if applicable, securing access to improvements on the Property and all documents in MTA's immediate possession that relate to the ownership, maintenance, maintenance, construction or condition of the Property or improvements on the Property that Metro shall receive from MTA under the MTA/METRO Agreement and Metro take such actions as are required to obtain from MTA such information and documentation from MTA under the MTA/METRO Agreement for delivery to CS at the closing.

9. Conveyance of Metro's entire interest in the Property to Metro shall be by Quitclaim Deed in substantially the form of the document attached as Exhibit C. It is understood that Metro shall convey the Property, without warranty of any type or kind, AS IS, WHERE IS, WITH ANY AND ALL DEFECTS, all of which shall be expressly stated in the Quitclaim Deed. CS covenants that it has examined this Property and agrees to accept same in its present condition. There are no other or additional written or oral understandings as to its condition.

10. Notices given under this Agreement shall be provided to:

Metro: Director of Law  
Metropolitan Court House  
Suite 108 P.O. Box 196300  
Nashville, TN 37219

CS: Zachary Liff  
Cummins Station, LLC  
209 10th Avenue South  
Nashville, TN 37203

11. This Agreement contains all of the understandings of the parties with respect to the subject matter hereof and any prior discussions, statements or negotiation are merged herein and barred hereby. This Agreement may be modified only by a written instrument signed by an authorized representative of both parties.

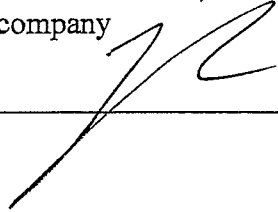
12. Any action arising from this Agreement shall be brought in the Circuit or Chancery Courts of Davidson County, Tennessee. This Agreement shall be governed by and interpreted in accordance with the laws of Tennessee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officials as of the date and year first above written.


**Metropolitan Government of Nashville and Davidson County**

**Cummins Station LLC, a Tennessee limited liability company**

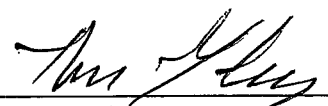
Recommended: 

By: 

Director Public Property Administration  
Approved as to Availability of Funds:

  
Director of Finance

Approved as to Form and Legality:

  
Metropolitan Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION**

## Land Description by Survey

Being a parcel of land lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, south of Demonbreun Street, west of 10<sup>th</sup> Avenue South, north of the CSX Transportation Railroad and being Lot 2 of the Landport At Cummins Station as recorded in Plat Book 9700, page 475, R.O.D.C.T. (Register's Office of Davidson County, Tennessee) and being more particularly described as follows:

Beginning at a "Drilled Hole" Found in the south right-of-way of Demonbreun Street (50' R.O.W.) and the north right-of-way of the CSX Transportation Railroad and being the northwest corner the herein described property;

Thence, with the south right-of-way of Demonbreun Street, North 62 degrees 40 minutes 39 seconds East, 248.91 feet to an iron rod with OHM Advisors cap set at the base of a stone wall, a northwest corner of the Cummins Station LLC, Property as recorded in Book 10302, page 135, R.O.D.C.T., Lot 1 of the aforementioned Landport Plat;

Thence, with the west boundary of Lot 1, South 27 degrees 01 minutes 53 seconds East, 627.40 feet to an iron rod with OHM Advisors cap set at the base of a stone wall;

Thence, North 62 degrees 59 minutes 59 seconds East, 26.13 feet to a railroad spike found;

Thence, with a curve to the left, said curve having a radius of 1,180.89 feet, an arc length of 319.59 feet and a chord of South 36 degrees 50 minutes 21 seconds East, 318.61 feet to an iron rod with OHM Advisors cap set in the west right-of-way of Alley 120 (unimproved) and the north right-of-way of the CSX Transportation Railroad;

Thence, with the north right-of-way of CSX Transportation Railroad, North 51 degrees 27 minutes 42 seconds West, 635.24 feet to an iron rod with OHM Advisors cap set;

Thence, with a curve to the right, said curve having a radius of 743.14 feet, an arc length of 316.21 feet and a chord of North 39 degrees 16 minutes 20 seconds West, 313.83 feet to a iron rod with OHM Advisors cap set;

Thence, North 27 degrees 04 minutes 57 seconds West, 55.05 feet to the Point of Beginning.

The above described parcel contains by survey 2.92 acres (127,395 sq.ft.) more or less and is based on a survey by Jason Moseley with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, Tn 37203, with a field date of August 13, 2015.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

*This space reserved for Recorder's use only.*

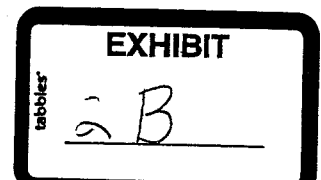
**EASEMENT AND MAINTENANCE AGREEMENT**

THIS EASEMENT AND MAINTENANCE AGREEMENT (this "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2016 ("**Agreement Date**"), by CUMMINS STATION, LLC, a Tennessee limited liability company ("**Grantor**") and METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE ("**Grantee**"). Grantor and Grantee are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the fee simple owner of that certain real property located in the City of Nashville, Davidson County, State of Tennessee, and more particularly described on Exhibit "A" attached hereto ("**Grantor's Property**"). Grantor's Property is currently improved with a commercial office and retail building containing approximately four hundred thousand (400,000) square feet known as "Cummins Station" (the "**Building**") and an adjacent surface parking lot which is required for the use of commercial and retail tenants in the Building and certain neighboring properties (the "**Cummins Station Parking Lot**"; the Building and Cummins Station Parking Lot collectively referred to as the "**Improvements**"). Grantor's Property and the Improvements are depicted upon the plat attached hereto as Exhibit "B".

B. As contemplated herein, Grantee will construct, own and operate a pedestrian bridge spanning the CSX Transportation Railroad right-of-way and other railroad facilities located to the west of and adjacent to Grantor's Property, including, without limitation, all necessary related lateral, subjacent and above ground support and suspension, independent seismic support, stairs, elevator, landscaping and utilities (collectively the "**Pedestrian Bridge**"). Grantee will also construct a plaza and related improvements providing ingress, egress and



access to and from the Pedestrian Bridge (the "**Plaza**"). The Pedestrian Bridge and Plaza will be connected to and constructed upon Grantor's Property in the locations and subject to the restrictions and limitations depicted and described on the "**Exhibit Showing Easements for Permanent Access and Temporary Construction**" which is attached hereto as "Exhibit C" and made a part hereof (the "**Easement Plat**"). The exact location, scope and design of the Pedestrian Bridge and the Plaza will be set forth in the "Plans and Specifications" (hereinafter defined) as provided in this Agreement based upon the specification and design of the finishes of the Pedestrian Bridge constructed in the Pedestrian Bridge Easement prepared by Grantee and the specification and design of the finishes of the Plaza constructed in the Plaza Easement as set forth on Exhibit "C" and otherwise approved by Grantor and Grantee.

C. Grantee, by and through the Director of Public Property Administration, desires to acquire certain easements for use in public projects of the Metropolitan Government (Public Works Department Project Number 2013-B-3, Gulch Pedestrian Bridge (Proposal No. 2013M-045PR001) to facilitate the construction by Grantee of the Pedestrian Bridge and the Plaza in accordance with the terms and subject to the provisions set forth herein.

D. Grantor intends to further develop Grantor's Property with additional improvements, which may include residential, office, hospitality and commercial uses together with surface and sub-surface parking and other incidental improvements and facilities in connection therewith ("**Grantor's Development Project**").

E. Grantor has acquired or is about to acquire from Grantee fee simple title to that certain real property and improvements thereon commonly known as the "Clement Land Port", and more particularly described on Exhibit "D" attached hereto (collectively, "**LandPort Property**").

F. Grantor and Grantee intend by this Agreement to establish the following easements over Grantor's Property in accordance with the terms and subject to the provisions set forth more fully herein:

(i) A temporary, non-exclusive construction easement, in favor of the Grantee, in, over, under, through and across certain portions of Grantor's Property in the locations depicted on the Easement Plat and legally described on Exhibit "E" attached hereto (the "**Temporary Construction Easement**") and all purposes incidental thereto;

(ii) A permanent, non-exclusive right-of-way easement in favor of Grantee, in, over, under, through and across certain portions of Grantor's Property in the location depicted on the Easement Plat and legally described on Exhibit "F" attached hereto for the purpose of placement, ownership, use and maintenance of the Pedestrian Bridge (and all related facilities) as hereinafter provided (the "**Pedestrian Bridge Easement**"); and

(iii) A permanent, non-exclusive easement in favor of Grantee, in, over, under, through and across certain portions of Grantor's Property in the location depicted on the Easement Plat and legally described on Exhibit "G" attached hereto for the purpose of placement and public pedestrian and bicycle use of the Plaza providing ingress, egress and access to the Pedestrian Bridge (and all related facilities as hereinafter provided (the

"**Plaza Easement**"; the Temporary Construction Easement, the Pedestrian Bridge Easement and the Plaza Easement collectively referred to as the "**Easements**").

G. Concurrently with the Agreement Date, Grantee shall pay to Grantor the amount of Two Million Six Hundred Sixty-Two Thousand and No/100 Dollars (\$2,662,000.00) ("**Easement Consideration**").

H. Grantor and Grantee desire by this Agreement to: (1) set forth the terms and conditions for the construction, operation, maintenance, repair and replacement of the Pedestrian Bridge and the Plaza; and (2) set forth certain conditions precedent to the construction in the Pedestrian Bridge Easement by Grantee and use of the Pedestrian Bridge and Plaza in the Pedestrian Bridge Easement; and (3) set forth certain restrictions and limitations regarding use of the Pedestrian Bridge and the Plaza, all as more fully set forth herein. The Easements shall burden Grantor's Property, shall be binding upon its successors, grantees and assigns and shall run with Grantor's Property in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

### **AGREEMENT**

1. **Incorporation of Recitals**. The Recitals set forth above are incorporated by this reference as though set forth fully herein. As used herein, the term "**Easements**" shall mean all temporary and permanent easements and rights created under this Agreement and the term "**Easement**" shall mean any easement or right created under this Agreement as the context may so require.

2. **Temporary Easements**.

(a) **Grant of Temporary Construction Easement**. Grantor hereby grants to Grantee a non-exclusive temporary easement and right-of-way for ingress, egress and access over, under, through and across the Temporary Construction Easement for the sole purpose of constructing and installing the portion of the Pedestrian Bridge and the Plaza to be located on Grantor's Property in the Pedestrian Bridge Easement and Plaza Easement.

(b) **Scope of Temporary Construction Easement**. The scope of the Temporary Construction Easement (the "**Temporary Construction Easement**") shall consist of pedestrian and vehicular ingress and egress for Grantee and any members, officers, directors, officials, employees, agents thereof, and its contractors and their respective subcontractors, vendors, suppliers and other representatives, guests, invitees and licensees thereof in, over, through and across the Temporary Construction Easement for the sole purpose of construction and installation of the Pedestrian Bridge and Plaza, as applicable. The scope of the Temporary Construction Easement shall, in addition to ingress, egress and access, include, the following: (i) the right to place tools, materials and equipment in, over, under, through and across the Temporary Construction Easement and to operate construction equipment, vehicles and machinery (such as construction cranes) in, over, under, through and across the Temporary Construction Easement and to



permanently install the portions of the Pedestrian Bridge to be located in the Pedestrian Bridge Easement and the portions of the Plaza to be located in the Plaza Easement; (ii) the right to remove approved portions of the Grantor's Property or improvements thereon which fall within the Temporary Construction Easement as provided in the approved "**Plans and Specifications**" (hereinafter defined) that are reasonably necessary for the construction of, and for the installation in or attachment to the Grantor's Property of, any connections, supports, suspensions or other improvements related to the Pedestrian Bridge and Plaza provided that said portions so removed are replaced or restored to substantially the same or better condition following completion of construction of the Pedestrian Bridge and Plaza including, without limitation, replacement of any surface parking spaces (including grading, asphalt, lighting and striping) located outside the Pedestrian Bridge Easement which are disturbed by construction of the Pedestrian Bridge and Plaza; and (iii) the right to excavate portions of the Grantor's Property that fall within the Temporary Construction Easement as required to construct the project support system for the Pedestrian Bridge and Plaza. Grantor and Grantee intend that the scope of the Temporary Construction Easement shall be interpreted in a manner allowing all activity reasonably consistent with the initial construction and installation of the Pedestrian Bridge and Plaza as provided in the Plans and Specifications, provided that Grantee's use of the Temporary Construction Easements shall not unreasonably interfere with or unnecessarily disrupt the existing uses of Grantor's Property outside of the Temporary Construction Easement including, without limitation, any other construction activities on Grantor's Property undertaken now or in the future. For such purposes, Grantor and Grantee shall cooperate, and shall cause their respective agents, employees, representatives, contractors and subcontractors to cooperate, to facilitate all construction activity on Grantor's Property to be conducted in a cooperative and coordinated manner so as not to prejudice either Party to this Agreement.

(c) **Duration of the Temporary Easement.** Grantee's right to use the Temporary Construction Easement to construct the Pedestrian Bridge and Plaza shall commence upon the Effective Date (as defined in Section 3) and shall terminate upon completion of the portion of the Pedestrian Bridge and the Plaza to be located in the Pedestrian Bridge Easement and Plaza Easement.

(d) **Maintenance and Repair.** During the term of the Temporary Construction Easement, Grantee shall take all reasonable steps to protect and secure Grantor's Property in the proximity of any construction activities undertaken by Grantee and Grantee shall have the obligation to cause the areas of the Temporary Construction Easement to be maintained, cleaned and repaired as reasonable and necessary at Grantee's sole cost and expense and monitored in a manner which will allow only authorized personnel onto the area of the Temporary Construction Easement. At all times during construction of the Pedestrian Bridge and Plaza, the Temporary Construction Easement shall be fenced off and secured. In the event Grantee fails to perform such required maintenance and repair to the Temporary Construction Easement, Grantor shall have the right, but not the obligation, to cause such maintenance and repair to be performed and to recover reasonable expenses incurred by Grantor, together with interest and costs of recovery thereof. If such curative measures are taken, Grantee shall, within twenty-one (21) days after Grantee's receipt of Grantor's written demand therefor, reimburse Grantor

for all reasonable costs and expenses incurred with respect to such curative action. In the event that Grantee fails to make such reimbursement to Grantor within such twenty-one (21) day period, then in addition to the amount of such reimbursement, Grantee shall be obligated to pay Grantor interest on the outstanding amount of such reimbursement until such outstanding amount is paid in full, which interest shall be compounded monthly at a rate equal to the Interest Rate (defined below).

(e) **Restoration Upon Completion.** Upon termination of the Temporary Construction Easement, Grantee shall restore the Temporary Construction Easement to substantially the same or better condition as existed prior to Grantee's construction activities in the Temporary Construction Easement including, without limitation, replacing any parking areas disturbed by construction, replacement and reconnection of utilities and lighting, restriping parking spaces, replacement or signage, repair or replacement of curb-cuts, sidewalks and access and drive-through lanes, replacement of landscaping, replacement of equipment and machinery removed or damaged during construction and making such other repairs and replacement as shall be necessary to restore the area of the Temporary Construction Easement to their original pre-construction condition, all in accordance with applicable laws, ordinances and regulations.

(f) **Reasonable Limitations.** Notwithstanding any of the foregoing, use of the foregoing the Temporary Construction Easement shall be subject to reasonable rules, limitations, and conditions adopted by Grantor from time to time with respect to access to and use of facilities located on Grantor's Property including, without limitation, use of and payment for utilities, location of construction parking areas (to be established off-site and not on Grantor's Property), safety rules and regulation, security procedures, storage of materials, equipment and supplies, noise and pollution abatement and the like; provided, however, that Grantee's use of the Temporary Construction Easement during normal business hours shall not be adversely or materially impacted, unless such is necessary due to required maintenance, repair, or safety issues or in the case of an emergency.

### 3. **Conditions Precedent/ Effective Date.**

(a) **Conditions Precedent.** Grantor and Grantee agree that, subject to sub-section (c) below, the easements created by this Agreement shall irrevocably vest in Grantee on the Agreement Date. The following shall be conditions precedent to the right of Grantee to commence and complete construction of the Pedestrian Bridge and Plaza in the Pedestrian Bridge Easement and Plaza Easement as set forth in this Agreement ("**Conditions Precedent**").

(i) Grantee shall deliver to Grantor plans and specifications for the construction and installation of the Pedestrian Bridge and Plaza ("**Plans and Specifications**") prepared by Grantee's architects and engineers, which Plans and Specifications shall be subject to Grantor's approval which shall not be unreasonably withheld, delayed or conditioned. Any material amendments to the Plans and Specifications for the portion of the Pedestrian Bridge and Plaza located

in the Pedestrian Bridge Easement and Plaza Easement shall also be subject to Grantor's approval, which approval shall not be unreasonably withheld, delayed or conditioned.

(ii) Grantee shall deliver to Grantor copies of all permits, approvals, ordinances, resolutions and licenses required to enter into this Agreement and for construction of the Pedestrian Bridge and Plaza including, without limitation, any easements required on any other servient estate, rights-of-way, permits, licenses or easements required to be obtained from CSX Transportation Company, any required approvals from any other property owners and all other permits from any Federal, State or other local governmental bodies or agencies required for construction and operation of the Pedestrian Bridge.

(iii) The Grantor shall have constructed at its cost upon the LandPort Property for the purpose of enabling Grantee to commence construction in the Temporary Construction Easement as provided in Section 2 hereof, at least one hundred three (103) surface parking spaces (the "**Additional LandPort Parking Spaces**") in addition to the parking spaces currently located on the LandPort Property; provided, however, Grantee shall provide to Grantor at least ninety (90) days prior written notice of that date that Grantee intends to commence construction in the Temporary Construction Easement and in the event that Grantor has not completed the Additional LandPort Parking Spaces within said ninety (90) day period and provided all other Conditions Precedent for construction have then been satisfied, then this condition shall also be deemed satisfied.

(iv) There shall have been approved by all governmental authorities having jurisdiction a plat of re-subdivision of Grantor's Property creating additional platted lots, providing (1) for the vacation of certain alleys and easements that currently exist upon Grantor's Property; and (2) the platting and creation of any necessary utility and other easements including, without limitation, drainage, electricity, water and cable utilities, as required in connection with the Pedestrian Bridge and the Plaza pursuant to this Agreement (the "**Plat**"). The Plat shall be prepared by Grantor at its cost and shall be subject to Grantee's approval, not to be unreasonably withheld, or conditioned. Nothing in this Agreement shall be construed as a limitation on the exercise of Grantee's governmental powers or on the authority of any administrative body exercising such power under applicable laws, ordinances, rules or regulations relating to the approval of the Plat.

(b) **Effective and Governing Dates.** The date upon which the Conditions Precedent as set forth in Section 3(a) hereof shall be satisfied (or deemed satisfied) shall be referred to herein as the "**Effective Date**". Upon the Effective Date, Grantee shall commence and diligently proceed with construction of the Pedestrian Bridge and Plaza in accordance with the terms of this Agreement.

(c) **Termination of Easements.** In the event that the Conditions Precedent set forth in (a) (i) and (ii) shall fail to be satisfied and Grantee shall have failed or be unable to commence construction of the Pedestrian Bridge and Plaza on or prior to a date which is five (5) years from the Agreement Date (the "**Outside Effective Date**"), Grantor shall have the right, upon written notice to Grantee (the "**Termination Notice**"), to elect to terminate this Agreement provided that Grantor, in consideration of such termination, pays to Grantee the amount of the Easement Consideration ("**Easement Termination**"). Upon giving the Termination Notice and effective upon the Easement Termination, the Easements granted herein shall terminate and be of no further force and effect and Grantee's rights hereunder shall terminate. Grantor and Grantee shall cooperate and execute such documentation as is reasonable necessary, including an abrogation of the Easements, to remove this Agreement as an easement appurtenant to and binding upon Grantor's Property.

4. **Pedestrian Bridge Easement and Plaza Easement.**

(a) **Grant of Easement.**

(i) Grantor hereby grants a non-exclusive right-of-way easement over, across and through the Pedestrian Bridge Easement for public pedestrian and bicycle ingress, egress and access in favor of Grantee for the purpose of placement, ownership, maintenance, repair and replacement of the Pedestrian Bridge as described in this Section 4.

(ii) Grantor hereby grants a non-exclusive easement over, across and through the Plaza Easement for public pedestrian and bicycle ingress, egress and access to the Pedestrian Bridge in favor of Grantee for the purpose of placement, ownership, maintenance, repair and replacement of the Plaza as described in this Section 4.

(b) **Scope of Easement.** The scope of the Pedestrian Bridge Easement and Plaza Easement shall consist solely of and be limited to: (a) the right to construct and permanently locate the improvements comprising the Pedestrian Bridge in the Pedestrian Bridge Easement and the Plaza in the Plaza Easement; (b) normal pedestrian and bicycle ingress, egress and access to and from the Pedestrian Bridge and Plaza for use by the public; (c) use of and access to utilities servicing the Pedestrian Bridge and the Plaza; (d) access for repairs, maintenance and replacements of the Pedestrian Bridge and Plaza as required from time to time; and (e) such other right-of-way uses in connection with the use of the Pedestrian Bridge Easement as Grantee deems reasonably necessary provided, however, that no motor vehicle access (other than vehicles used for maintenance or repair) shall be permitted and no such uses shall unreasonably interfere with, restrict or limit Grantor's use of Grantor's Property or the Plaza. The Pedestrian Bridge Easement and Plaza Easement shall remain in full force and effect so long as the Pedestrian Bridge and Plaza remain open for use by the public (other than temporary closures for repair, replacement or restoration work). Grantee shall not convey any interest in the Pedestrian Bridge Easement or the Plaza Easement to any other third party (other than a governmental instrumentality or agency under the jurisdiction of Grantee).

(c) **Maintenance and Repair.** Grantee will cause the Pedestrian Bridge Easement and the Plaza Easement, and all improvements constructed therein, to be maintained, cleaned, repaired and replaced in first-class condition at Grantee's sole cost and expense; provided, however, that Grantor, at its expense, shall be responsible for any repairs, cleaning and normal maintenance that is required as a result of Grantor's use of Plaza Easement and the Plaza and, at its option, shall have the right to assume the obligation to clean all or portions of the Plaza, the reasonable out-of-pocket cost of which shall be reimbursed by Grantee. Grantor shall also permit reasonable access to Grantor's Property as required from time to time to enable Grantee to maintain, repair or replace components of the Pedestrian Bridge and Plaza, subject to reasonable rules and regulations imposed by Grantor to secure and protect improvements on Grantor's Property. In the event Grantee shall fail to perform the required maintenance, repair or replacement after at least fourteen (14) days prior written notice by Grantor and received by Grantee, Grantor shall have the right, but not the obligation, to cause such maintenance, repair or replacement to be performed by a third party at commercially reasonable rates. If such curative measures are taken, Grantee shall, within twenty-one (21) days after Grantee's receipt of Grantor's written demand therefor, reimburse Grantor for all reasonable costs and expenses incurred with respect to such curative action. In the event that Grantee fails to make such reimbursement to Grantor within such twenty-one (21) day period, then in addition to the amount of such reimbursement, Grantee shall be obligated to pay Grantor interest on the outstanding amount of such reimbursement until such outstanding amount is paid in full, which interest shall be compounded monthly at a rate equal to the Interest Rate.

5. **Easement Reservations and Restrictions.** The easement rights granted in this Agreement shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement:

(a) Grantor reserves the right to construct improvements on Grantor's Property located adjacent to, above and below the Pedestrian Bridge Easement and Plaza Easement subject to compliance with laws and ordinances generally applicable to regulating such development, and shall have the right to modify any of the improvements, utilities and landscaping constructed in connection with the Pedestrian Bridge and Plaza provided, however, that Grantor shall have no right to materially impair the use of the Pedestrian Bridge Easement and Plaza Easement, and the improvements constructed therein and shall have no right to modify the foundations or other structural supports of the Pedestrian Bridge and Plaza in connection with any such development without Grantee's approval. Grantor and Grantee acknowledge that Grantor's Development Project presently includes plans for a parking facility and related improvements ("**Grantor's Parking Facility**") beneath the Pedestrian Bridge and Plaza and that Grantor shall bear all costs associated with construction of the Grantor's Parking Facility, including, without limitation, all costs of excavation not specifically allocated to Grantee under this Agreement. Grantor and Grantee further agree to cooperate and coordinate their efforts with one another relating to any construction activities by Grantee and Grantor in the Easements for their mutual benefit and Grantor further acknowledges that any construction activities by Grantor in the Easements for the Grantor's Parking Facility and Grantor's Development Project shall be conducted so as to not materially

impede or interfere with construction of the Pedestrian Bridge or Plaza by Grantee without Grantee's express written consent.

(b) Grantee reserves the right to temporarily close off or restrict access to portions of the Pedestrian Bridge Easement and Plaza Easement for the purpose of making repairs, restoration and replacements to the Pedestrian Bridge and Plaza, provided, however, that such closure shall not occur without prior notice to Grantor, which notice shall indicate the nature of the repairs and replacements to be undertaken and the anticipated duration of such closure or restricted access. Any such closure shall last only for such time as shall be reasonably required to complete any repair, restoration and replacement work.

(c) Grantor reserves the right to use the Plaza constructed in the Plaza Easement from time to time for private events in connection with Grantor's or its tenants' businesses and shall have the exclusive right to place or permit its retail tenants to place tables and seating in the plaza area for outdoor dining including the right, subject to compliance with applicable laws and ordinances, to serve or cause to be served alcoholic beverages. Any such use shall be subject only to such laws, codes and ordinances which shall be generally applicable to activities conducted on Grantor's Property but shall be conducted so as not to cause any unreasonable interference with the use of the Pedestrian Bridge and the Plaza constructed in the Pedestrian Bridge Easement and Plaza Easement in accordance with this Agreement.

(d) Grantor reserves the right to place art exhibitions on the Plaza from time to time; it being understood that Grantee shall not have the right to place public art, displays or other hardscape on the Plaza without Grantor's prior written approval.

(e) Grantee shall have no right to place any obstructions upon the Plaza Easement and shall not block ingress, egress and access to and from the Plaza Easement other than any temporary obstructions required in connection with any required maintenance, repairs and replacements of the Pedestrian Bridge and Plaza. Grantee shall not use the Pedestrian Bridge Easement or Plaza Easement for any commercial use. Any installation of the utilities by Grantee shall be only in connection with servicing the Pedestrian Bridge and Plaza or for use by a governmental entity in connection with the Pedestrian Bridge and Plaza and in locations of platted easements. Grantee shall place no signage on the Pedestrian Bridge Easement or the Plaza Easement other than directional signage, notification of public usage rules related to the use of the Pedestrian Bridge as contemplated under this Agreement and signage identifying the name of the Pedestrian Bridge consistent with Grantee's policies. Grantee shall have no right to create or require set-backs or other restrictions in connection with the construction and development of Grantor's Property adjacent to, above or below the Pedestrian Bridge Easement as a result of it being designed as a "right-of-way" easement or to change or expand the use of the Pedestrian Bridge Easement beyond the uses contemplated or permitted pursuant to and as limited by the terms of this Agreement.

6. **Relocation of Easements.** The Parties hereby acknowledge that, due to the nature of the configuration and uses of Grantor's Property, the portion of the Pedestrian Bridge

Easement and Plaza Easement upon which the Pedestrian Bridge and Plaza are to be constructed by Grantee has been granted in locations which may have to be modified, relocated or adjusted in the future to accommodate the actual construction of the Pedestrian Bridge or the Plaza or Grantor's Development Project so long as there is no material change, modification or relocation of the Pedestrian Easement or Plaza Easement. Further, the Plans and Specifications when completed and approved may require non-material modifications to the Pedestrian Bridge Easement and Plaza Easement to reflect the actual construction of the Pedestrian Bridge and Plaza. As such, the Parties agree to reasonably cooperate with one another and record, if necessary, subsequent hereto one or more documents entitled "**Modification of Location of Easement**" which shall set forth any such necessary modification, relocation or adjustment of any Easement, it being understood that no such relocation shall be allowed which shall have a material effect or impact upon the rights granted under the Easements.

7. **Additional Obligations of Grantee.**

(a) **Use of Approved Plans.** Grantee shall construct the Pedestrian Bridge in accordance with the Plans and Specifications, all applicable statutes, laws and ordinances and all permits and approvals issued in connection with construction of the Pedestrian Bridge and Plaza.

(b) **No Partnership; No Waiver of Claims.** This Agreement shall in no way be construed to create, and shall not be deemed to have created, any relationship of partnership, joint venture, or otherwise.

(c) **Disruption of Construction and Operations.** Grantee shall reasonably cooperate with Grantor to minimize the disruption of existing operations on Grantor's Property during the construction or operation of the Pedestrian Bridge and Plaza other than construction activities in the Temporary Construction Easement. Grantee shall take such steps as shall be required to keep all streets and access to Grantee's Property fully operational and open at all times and with no lane or street closures or reduced street parking unless reasonably necessary for construction of the Pedestrian Bridge and Plaza. Grantee shall not operate the Pedestrian Bridge in a manner that will cause unreasonable disturbance to adjoining property including, without limitation, Grantor's Property.

(d) **Removal of Lien Claims.** Grantee shall resolve with reasonable promptness and remove, or cause to be removed, at its cost, any liens (mechanics, material or otherwise) filed or asserted against Grantor's Property in connection with Grantee's construction of the Pedestrian Bridge and Plaza.

8. **Ownership of Pedestrian Bridge and Plaza.** The improvements constructed by Grantee for the Pedestrian Bridge and Plaza shall at all times while the Easements granted hereunder remain in effect be owned by Grantee or any agency or instrumentality of Grantee and shall be used for no purpose other than as provided in this Agreement. Grantee shall have no right to transfer or assign rights under this Agreement to any private party or entity without approval of Grantor.

9. **Operation of Pedestrian Bridge and Plaza.** Upon the completion of the Pedestrian Bridge and Plaza, Grantee shall maintain and operate the Pedestrian Bridge and Plaza in a safe, clean and secure condition and as manner reasonably necessary for the Parties hereunder to exercise the rights granted to them under this Agreement. Such maintenance and operation obligations shall include the following: (a) opening and closing access to the Pedestrian Bridge, (b) keeping the Pedestrian Bridge and Plaza well illuminated but in a manner which will not cause unreasonable disturbance to neighboring owners or tenants or occupants of Grantor's Property, (c) providing other utilities as necessary for the use of the Pedestrian Bridge and Plaza as contemplated under this Agreement; (d) maintaining the Plaza, steps, elevator, utilities and landscaping constructed as part of the Pedestrian Bridge in good condition and repair, (e) policing and patrolling use of pedestrian and bicycle use of the Pedestrian Bridge and Plaza to ensure safety and avoid nuisance; (f) paying any and all charges, levies, assessments, costs and fees (other than real estate or similar ad valorem taxes) of any governmental or quasi-governmental entity or utility in connection with the use, ownership or occupancy of the Pedestrian Bridge and Plaza; and (g) enforcing Pedestrian Bridge rules and regulations in effect from time to time.

10. **Grantee Claims.** To the extent expressly permitted by Tennessee law and strictly subject to the limitations set forth in the Tennessee Governmental Tort Liability Act, Grantee shall be responsible for any and all loss, costs, claims, damage, liens or liability (collectively, "**Grantee Claims**") sustained by Grantor or any Grantor Parties (hereinafter defined) caused by, permitted by or allowed by Grantee to occur in connection with (i) any defect in design, construction, or installation of the Pedestrian Bridge, (ii) any negligent or wrongful act or omission of Grantee or any of its employees, agents, contractors, subcontractors, other representatives, licensees, guests and invitees (collectively "**Grantee Parties**"), (iii) any breach or default of the Grantee Parties pursuant to this Agreement, or (iv) arising from the exercise of any rights provided for in this Agreement by the Grantee Parties. Notwithstanding the foregoing, Grantee shall have no liability for Grantee Claims resulting from (i) any negligent or wrongful act or omission, or (ii) for any breach or default pursuant to this Agreement by the Grantor or any of its employees, agents, contractors, subcontractors, other representatives, licensees, guests and invitees (collectively "**Grantor Parties**"). For any Grantee Claims arising out of the concurrent cause of the Grantor Parties, Grantee shall be liable under this Section 10 only to the extent of the cause of the Grantee Parties, and Grantor shall be liable under this Section 10 only to the extent of cause of the Grantor Parties.

11. **Covenant of No Hazardous Waste.** Grantee shall not use, or permit the use of by any third party or by any of such Party's invitees, guests, employees, agents, contractors or other representatives, Hazardous Materials on, about, under or in the Pedestrian Bridge Easement or Plaza Easement and on any portion of Grantor's Property except in the ordinary course of any operations conducted thereon in accordance with this Agreement and any such use shall at all times be in compliance with all Environmental Laws. For the purpose of this Section 11, the term "**Hazardous Materials**" shall mean and refer to petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law. Also for the purpose of this Section 11, the term "**Environmental Laws**" shall mean and refer to all federal, state, county, municipal, local and other statutes, laws,



ordinances and regulations that relate to or deal with human health or the environment, all as may be amended from time to time.

12. **Agreement and Easements Run with Land; Successors and Assigns.** This Agreement shall run with the Grantor's Property subject to the Easements and shall be binding upon and shall inure to the benefit of the permitted successors, grantees and assigns of the Parties.

13. **Miscellaneous.**

(a) **Further Documents and Acts.** Each of the Parties agrees to timely execute and deliver such further documents and perform such other acts that may be required by the applicable laws and that may be reasonably necessary to consummate and carry into effect the agreements contemplated herein.

(b) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(c) **Grantor's Assignment and Transfer Rights.** Grantee hereby acknowledges that Grantor may convey Grantor's Property or any portion thereof to a third party assignee, purchaser or other transferee from Grantor (the "**Successor Party**"). Grantor hereby agrees and acknowledges that the Successor Party may enjoy the rights granted hereunder to Grantor as an assignee of Grantor and be subject to the obligations to the other Party hereto with respect to the portion of the Grantor's Property so assigned, transferred or conveyed. Accordingly, Grantee hereby agrees and acknowledges that Grantor shall have the right, without the prior consent of Grantee, but upon ten (10) days' prior written notice to Grantee, to assign this Agreement in whole or in part to a Successor Party, pursuant to which assignment Grantor will assign all or a portion of its rights, title and interest under this Agreement to the Successor Party, and the Successor Party shall assume all or a portion of Grantor's duties and obligations under this Agreement with respect to the portion of the Grantor's Property so assigned, transferred or conveyed. Upon the assignment by Grantor of all of Grantor's rights, title and interest under this Agreement to the Successor Party and the assumption by the Successor Party of all of Grantor's duties and obligations under this Agreement, Grantee shall execute a written agreement with Grantor releasing Grantor from all of its duties and obligations under this Agreement.

(d) **Provisions Severable.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

(e) **Entire Agreement.** It is intended by the parties that this Agreement be the final expression of the intentions and agreements of the parties. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or in writing,

between the parties hereto and contains all of the covenants and agreements between the parties. No other agreements, representations, inducements, or promises, not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged.

(f) **Enforcement.** This Agreement and the obligations of the parties hereto shall be enforceable at law or in equity in any court (Federal or State) having jurisdiction located in Nashville, Tennessee and each party hereby submits to the jurisdiction of any such court to adjudicate any matter arising under this Agreement.

(g) **Notices.** Any notice, request, demand, instruction or other document (each of which is herein called a "Notice") to be given hereunder to any Party shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), by facsimile or by certified mail, postage prepaid, return receipt requested, as follows:

If to Grantor to:

Zachary Liff  
Cummins Station, LLC  
209 10<sup>th</sup> Avenue South  
Nashville, TN 37203  
Facsimile No. 615-259-3141

If to Grantee, to:

Director of Law  
Metropolitan Court House  
Suite 108 P.O. Box 196300  
Nashville TN 37219  
Facsimile No. \_\_\_\_\_

Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, (ii) on the date of confirmed dispatch, if by facsimile, or (iii) seventy-two (72) hours after the deposit of same in any United States Post Office mailbox, sent by certified mail, postage prepaid, return receipt requested, addressed as set forth above. The addresses and addressees, for the purpose of this Section 14(g), may be changed by giving written Notice of such change in the manner herein provided for giving Notice. Unless and until such written Notice of change is received, the last address and addressee stated by written Notice, or provided herein if no such written Notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

(h) **Mortgage Protection.** Notwithstanding anything contained herein to the contrary, if Grantor or any Successor Party shall at any time grant or convey a security interest in the Grantor Property or any part or portion thereof by mortgage, deed of trust or otherwise (collectively, a "Mortgage") to any person or entity (collectively, a "Mortgagee"), such Mortgagee shall be entitled to receive notice of any default by the

Party upon whose Property it holds a security interest provided that such Mortgagee shall have delivered a written request for notice (which shall include the Mortgagee's address) to each Party. Any such notice shall be given in the same manner as provided in Section 13(g) hereof. Giving of any notice of default or the failure to deliver a copy to any such Mortgagee shall in no event create any liability on the part of the Party so declaring a default or prevent such Party from exercising its rights with respect to such defaults. In the event that any Mortgagee shall require any modifications or amendments to the terms and provisions of this Agreement, the Parties hereto shall cooperate to effectuate any such modifications or amendments provided, however that the rights and obligations of the Parties hereunder shall not be materially and adversely affected by any such Mortgagee Request.

(i) **Interest Rate.** The term "Interest Rate" shall mean the lesser of: (w) the "prime rate" (as herein defined), plus five percent (5%), or (x) the highest rate permitted by law. As used herein, "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" of Wells Fargo Bank, San Francisco, California main branch.

(j) **Remedies.** Enforcement of any provision of this Agreement shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate any promise, covenant, or condition contained herein, either to restrain violation, compel action or to recover damages.

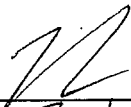
(k) **Remedies Cumulative.** Any and all remedies provided by this Agreement, operation of law, or otherwise, shall be deemed to be cumulative, and the choice or implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided for herein, by operation of law, or otherwise.

(l) **Effect of Waiver.** No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction, or condition of this Agreement. The consent or approval of either party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

IN WITNESS WHEREOF, this Agreement has been duly executed by Grantee and MMSA as of the Effective Date.

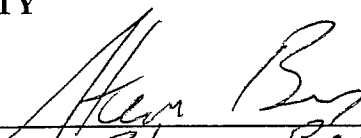
**GRANTOR:**

**CUMMINS STATION, LLC**

By:   
Name: Zachary Liff  
Title: President

**GRANTEE:**

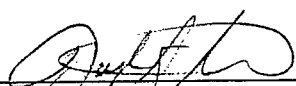
**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVISON  
COUNTY**

By:   
Name: Steve Berry  
Title: Director, Public Property

STATE OF TENNESSEE )  
 )  
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appears Zachary Liff with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Manager of Cummins Station, LLC, the within named Grantor, a limited liability company, and that he as such Manager, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Manager.

Witness my hand and seal at office in Nashville, Tennessee, this 8<sup>th</sup> day of September, 2016.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: May 8<sup>th</sup>, 2018

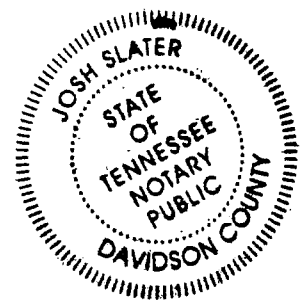


EXHIBIT A

GRANTOR'S PROPERTY

**Cummins Station- Lot 1, Landport at Cummins Station**

Being a parcel of land lying in the 19<sup>th</sup> Council District of Metropolitan Nashville and Davidson County. Said parcel having a Metro tax parcel id of 09309032000 and being south of Demonbreun Street, west of 10<sup>th</sup> Avenue South and being all of Lot 1 as shown on the plat of the Landport at Cummins Station and the northerly 5 feet of a 10-foot unimproved alley (possibly closed) as shown on said plat and recorded in Plat Book 9700, page 475, R.O.D.C.T. and being more particularly described as follows:

Beginning at the intersection of the south right-of-way of Demonbreun Street and the west right-of-way of Tenth Avenue South;

Thence, with the west right-of-way of Tenth Avenue South; South 27 degrees 12 minutes 38 seconds East, 779.96 feet to the west right-of-way of Palmer Place;

Thence, with said right-of-way, South 41 degrees 17 minutes 20 seconds East, 104.21 feet to the center of an unimproved alley;

Thence, with the center of said alley, South 62 degrees 29 minutes 54 seconds West, 132.16 feet to the north boundary of Lot 2, of the aforementioned Cummins Station plat;

Thence, with said boundary, a curve to the right, said curve having a radius of 1,180.89 feet, an arc length of 255.44 feet and a chord bearing and distance of North 35 degrees 16 minutes 40 seconds West, 254.94 feet;

Thence, South 62 degrees 59 minutes 59 seconds West, 26.13 feet;

Thence, North 27 degrees 00 minutes 01 seconds West, 627.40 feet to south right-of-way of Demonbreun Street;

Thence, with said right-of-way, North 62 degrees 44 minutes 00 seconds East, 24.83 feet;

Thence, North 27 degrees 03 minutes 05 seconds West, 1.89 feet;

Thence, North 62 degrees 50 minutes 22 seconds East, 141.58 feet to the Point of Beginning.

The above described parcel contains 3.20 acres (139,314 sq.ft.) more or less. This description is based on the aforementioned plat of The Landport at Cummins Station. This description was written by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN. The above mentioned 10-foot alley is believed to be closed but no recorded documents of closure were provided prior to this description.

### Cummins Station- Lot 3, Landport at Cummins Station

Being a parcel of land lying in the 19<sup>th</sup> Council District of Metropolitan Nashville and Davidson County. Said parcel having a Metro tax parcel id of 09310004600 and being south of Demonbruen Street, west of Palmer Place and being all of Lot 3 as shown on the plat of the Landport at Cummins Station and the southerly 5 feet of a 10-foot unimproved alley (possibly closed) as shown on said plat and recorded in Plat Book 9700, page 475, R.O.D.C.T. and being more particularly described as follows:

Beginning at the northwest corner of the Warner Partners, LP property as recorded in Instrument Number 20081015-0103966, R.O.D.C.T. in the west right-of-way of Palmer Place;  
Thence, with the west boundary of the Warners Partners, LP property, South 07 degrees 48 minutes 48 seconds West, 123.96 feet to the north right-of-way of unimproved Alley No. 120;  
Thence, with said right-of-way, a curve to the right, said curve having a radius of 346.82 feet, and arc length of 167.51 feet and a chord bearing and distance of North 66 degrees 21 minutes 46 seconds West, 165.89 feet; thence, continuing with the right-of-way of Alley No. 120, the following four (4) calls and distances:

1. North 48 degrees 24 minutes 50 seconds West, 47.00 feet;
2. North 47 degrees 03 minutes 12 seconds West, 49.65 feet;
3. North 44 degrees 51 minutes 45 seconds West, 38.50 feet;
4. North 46 degrees 08 minutes 12 seconds West, 58.70 feet to the center of a 10-foot unimproved alley;

Thence, with the center of said alley, North 62 degrees 29 minutes 54 seconds East, 117.25 feet to the south right-of-way of Palmer Place;

Thence, with said right-of-way, the following four (4) calls and distances:

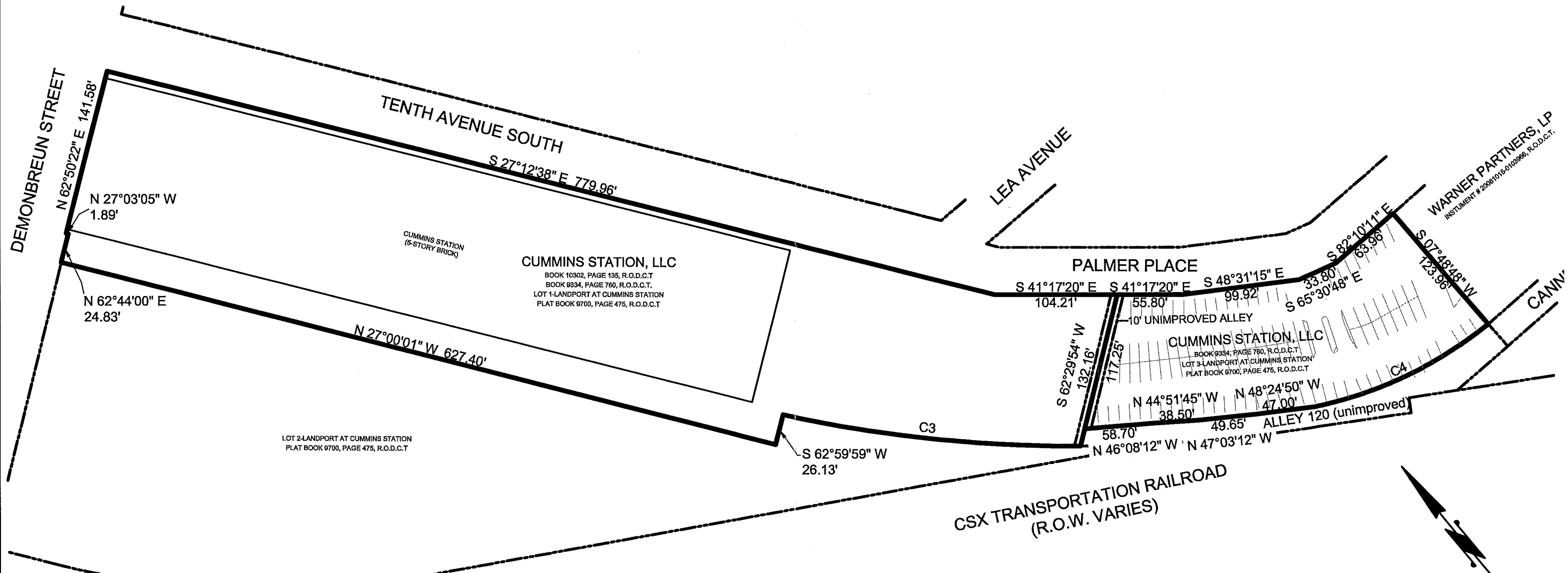
1. South 41 degrees 17 minutes 20 seconds East, 55.80 feet;
2. South 48 degrees 31 minutes 15 seconds East, 99.92 feet;
3. South 65 degrees 30 minutes 48 seconds East, 33.80 feet;
4. South 82 degrees 10 minutes 11 seconds East, 63.96 feet to the Point of Beginning.

The above described parcel contains 0.79 acres (34,270 sq.ft.) more or less. This description is based on the aforementioned plat of The Landport at Cummins Station. This description was written by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN. The above mentioned 10-foot alley is believed to be closed but no recorded documents of closure were provided prior to this description.



EXHIBIT B

CUMMINS STATION PARKING LOT



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	1180.89'	255.44'	12°23'37"	N 35°16'40" W	254.94'
C4	346.82'	167.51'	27°40'26"	N 66°21'46" W	165.89'

SOURCE OF NORTH:  
 PLAT BOOK 9700, PAGE 475, R.O.D.C.T.

GRAPHIC SCALE 1"= 100



SHEET 1 OF 1

**GENERAL NOTES:**

1. A BOUNDARY SURVEY WAS NOT PERFORMED. THIS EXHIBIT WAS DONE UNDER THE AUTHORITY OF T.C.A. 62-18-126.
2. ALL DEEDS AND/OR PARCEL INFORMATION SHOWN REFER TO METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

<b>EXHIBIT OF GRANTORS PROPERTY AND IMPROVEMENTS</b>		FROM:		<b>OHM ADVISORS</b> 209 10th AVENUE SOUTH SUITE 116 NASHVILLE, TN 37203 615-649-5264
		TO:		
DATE: 10-05-2016	SCALE: 1"= 100'	PARCEL: 09309032000, 09310004600	PLAT: PLAT BOOK 9700, PAGE 475	
		DEED:	PROJECT #: 1080-15-0011	

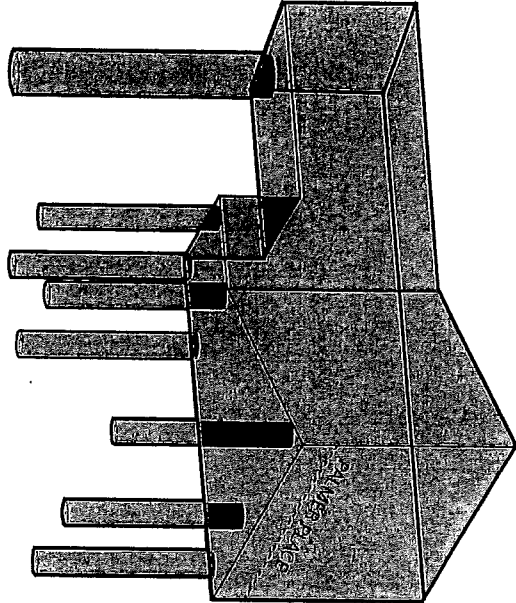
EXHIBIT C  
(C1-C2)

EXHIBIT SHOWING EASEMENTS FOR  
PERMANENT ACCESS AND TEMPORARY CONSTRUCTION

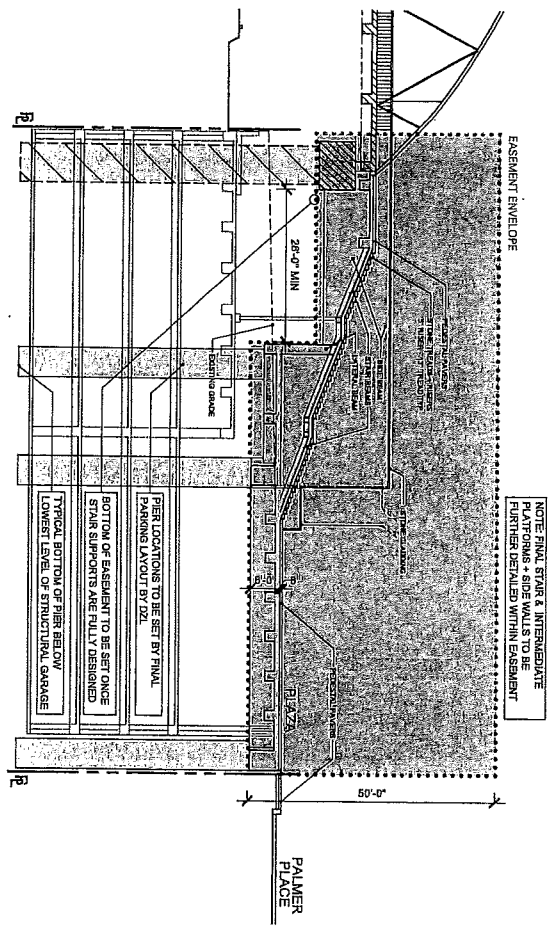


- PLAZA + STAIRCASE CONCEPTUAL FINISH NOTES - PROVIDE:
- DECORATIVE GLASS ELEVATOR FOR ACCESS TO BOTH PLAZA LEVELS FROM BRIDGE
  - DECORATIVE CLOCKS ON EITHER SIDE OF ELEVATOR TOWER
  - PREFABRICATED, CAST-STONE LANDSCAPE PLANTERS
  - PAVED PLAZA PAVERS W/ 2 COLOR PATTERN
  - LIGHTING TO MEET PROGRAM NEEDS AND EGRESS REQUIREMENTS
  - ADDITIONAL DECORATIVE LIGHTING
  - RAILROAD STONE TREADS + RISERS
  - DIAGONAL STONE CLADDING OVER EXPOSED STRUCTURE
  - STAINLESS STEEL HANDRAILS @ STAIR LOCATIONS
  - WATERPROOFING MEMBRANE BELOW PAVERS
  - CONNECTION OF PLAZA DRAINAGE & DRAINAGE PIPES TO CITY SANITARY
  - UTILITY ROUTE WITHIN PLAZA BEAM POCKETS
  - MECHANICAL + UTILITY ROOMS/SPACES AS NEEDED

**EXHIBIT C2**



3D DIAGRAM OF EASEMENT LOOKING NE



CROSS SECTION DIAGRAM OF EASEMENT

**BRIDGE EASEMENT DIAGRAMS**  
**AUGUST, 2016**

EXHIBIT D

LANDPORT PROPERTY  
(INCLUDING ALTA SURVEY)



## Land Description by Survey

Being a parcel of land lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, south of Demonbreun Street, west of 10<sup>th</sup> Avenue South, north of the CSX Transportation Railroad and being Lot 2 of the Landport At Cummins Station as recorded in Plat Book 9700, page 475, R.O.D.C.T. (Register's Office of Davidson County, Tennessee) and being more particularly described as follows:

Beginning at a "Drilled Hole" Found in the south right-of-way of Demonbreun Street (50' R.O.W.) and the north right-of-way of the CSX Transportation Railroad and being the northwest corner the herein described property;

Thence, with the south right-of-way of Demonbreun Street, North 62 degrees 40 minutes 39 seconds East, 248.91 feet to an iron rod with OHM Advisors cap set at the base of a stone wall, a northwest corner of the Cummins Station LLC, Property as recorded in Book 10302, page 135, R.O.D.C.T., Lot 1 of the aforementioned Landport Plat;

Thence, with the west boundary of Lot 1, South 27 degrees 01 minutes 53 seconds East, 627.40 feet to an iron rod with OHM Advisors cap set at the base of a stone wall;

Thence, North 62 degrees 59 minutes 59 seconds East, 26.13 feet to a railroad spike found;

Thence, with a curve to the left, said curve having a radius of 1,180.89 feet, an arc length of 319.59 feet and a chord of South 36 degrees 50 minutes 21 seconds East, 318.61 feet to an iron rod with OHM Advisors cap set in the west right-of-way of Alley 120 (unimproved) and the north right-of-way of the CSX Transportation Railroad;

Thence, with the north right-of-way of CSX Transportation Railroad, North 51 degrees 27 minutes 42 seconds West, 635.24 feet to an iron rod with OHM Advisors cap set;

Thence, with a curve to the right, said curve having a radius of 743.14 feet, an arc length of 316.21 feet and a chord of North 39 degrees 16 minutes 20 seconds West, 313.83 feet to a iron rod with OHM Advisors cap set;

Thence, North 27 degrees 04 minutes 57 seconds West, 55.05 feet to the Point of Beginning.

The above described parcel contains by survey 2.92 acres (127,395 sq.ft.) more or less and is based on a survey by Jason Moseley with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, Tn 37203, with a field date of August 13, 2015.



EXHIBIT E

TEMPORARY CONSTRUCTION EASEMENT

### **Temporary Construction Easement "A"**

Being a Temporary Construction Easement lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, on a portion Metro Tax Parcel 0930903200. Said easement being southeast of Cummins Station, northeast of the CSX Transportation Railroad and southwest of Palmer Place and being more particularly described as follows:

Beginning in the westerly right-of-way of Palmer Place, South 27 degrees 12 minutes 38 seconds East, 152.3 'more or less from the northeast corner of Parcel 0930903200;  
Thence, with said right-of-way, South 27 degrees 12 minutes 38 seconds East, 10.00 feet;  
Thence, South 41 degrees 17 minutes 20 seconds East, 32.84 feet;  
Thence, South 02 degrees 31 minutes 07 seconds West, 90.10 feet;  
Thence, South 47 degrees 36 minutes 15 seconds West, 31.27 feet;  
Thence, North 53 degrees 15 minutes 43 seconds West, 142.59 feet;  
Thence, North 62 degrees 42 minutes 35 seconds East, 129.49 feet to the Point of Beginning.

The above described easement contains 11,170 square feet more or less and is based on the plat of Landport at Cummins Station as recorded in Book 9700, Page 475, Registers Office of Davidson County, Tennessee. This easement was prepared by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN 37203.

### **Temporary Construction Easement "B"**

Being a Temporary Construction Easement lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, on a portion Metro Tax Parcel 09310004600. Said easement being southeast of Cummins Station, northeast of the CSX Transportation Railroad and southwest of Palmer Place and being more particularly described as follows:

Beginning in the westerly right-of-way of Palmer Place, South 82 degrees 10 minutes 11 seconds East, 26 feet more or less from the southeast corner of parcel 09310004600;  
Thence, across said parcel, South 07 degrees 48 minutes 48 seconds West, 94.01 feet;  
Thence, South 56 degrees 51 minutes 30 seconds West, 36.47 feet to the easterly right-of-way of Cannery Row;  
Thence, with said right-of-way, North 69 degrees 39 minutes 07 seconds West, 19.94 feet;  
Thence, across the Parcel 09310004600, South 46 degrees 45 minutes 13 seconds East, 218.14 feet;  
Thence, North 47 degrees 36 minutes 15 seconds East, 86.18 feet to the westerly right-of-way of Palmer Place;  
Thence, with said right of way the following four (4) calls and distances:  
1. South 41 degrees 17 minutes 20 seconds East, 21.34 feet;  
2. South 48 degrees 31 minutes 15 seconds East, 99.92 feet;  
3. South 65 degrees 30 minutes 48 seconds East, 33.80 feet;  
4. South 82 degrees 10 minutes 11 seconds East, 37.96 feet to the Point of Beginning.

The above described easement contains 21,087 square feet more or less and is based on the plat of Landport at Cummins Station as recorded in Book 9700, Page 475, Registers Office of Davidson County, Tennessee. This easement was prepared by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN 37203.

### **Permanent Plaza Easement Area "E"**

Being a Permanent Plaza Easement lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, on a portion Metro Tax Parcel 0930903200, 09310004600. Said easement being southeast of Cummins Station, northeast of the CSX Transportation Railroad and southwest of Palmer Place and being more particularly described as follows:

Beginning in the west right-of way of Palmer Place, South 41 degrees 17 minutes 20 seconds East 34.3 feet more or less from the northeast corner of Parcel 09310004600;  
Thence, across said Parcel, South 47 degrees 36 minutes 15 seconds West, 112.51 feet;  
Thence, South 51 degrees 27 minutes 42 seconds East, 42.53 feet;  
Thence, North 47 degrees 36 minutes 15 seconds East, 57.60 feet;  
Thence, North 02 degrees 31 minutes 07 seconds East, 90.10 feet to the west right-of-way of Palmer Place;  
Thence, with said right-of-way, South 41 degrees 17 minutes 20 seconds East, 105.82 feet to the Point of Beginning.

The above described easement contains 6,872 square feet more or less and is based on the plat of Landport at Cummins Station as recorded in Book 9700, Page 475, Registers Office of Davidson County, Tennessee. This easement was prepared by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN 37203.

EXHIBIT F

PEDESTRIAN BRIDGE EASEMENT

**Pedestrian Bridge Easement F**

*Permanent*

Being a ~~Temporary Construction~~ Easement lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, on a portion Metro Tax Parcel 0930903200, 09310004600 and 09309033100. Said easement being southeast of Cummins Station, northeast of the CSX Transportation Railroad and southwest of Palmer Place and being more particularly described as follows:

Beginning in the east right-of-way of the CSX Transportation Railroad, South 43 degrees 31 minutes 24 seconds East, 4.29 feet from the south corner Parcel 09309033100;  
Thence, with said right-of-way, North 43 degrees 31 minutes 24 seconds West, 4.29 feet;  
Thence, North 51 degrees 27 minutes 42 seconds West, 38.19 feet;  
Thence, leaving said right-of-way and across Parcels 09309033100, 09309032000 and 09310004600, North 47 degrees 36 minutes 15 seconds East, 13.16 feet;  
Thence, South 51 degrees 27 minutes 42 seconds East, 42.53 feet;  
Thence, South 47 degrees 36 minutes 15 seconds West, 13.76 feet to the Point of Beginning.

The above described easement contains 554 square feet more or less and is based on the plat of Landport at Cummins Station as recorded in Book 9700, Page 475, Registers Office of Davidson County, Tennessee. This easement was prepared by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN 37203.

EXHIBIT G

PLAZA EASEMENT

**Permanent Plaza Easement Area "E"**

Being a Permanent Plaza Easement lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, on a portion Metro Tax Parcel 0930903200, 09310004600. Said easement being southeast of Cummins Station, northeast of the CSX Transportation Railroad and southwest of Palmer Place and being more particularly described as follows:

Beginning in the west right-of way of Palmer Place, South 41 degrees 17 minutes 20 seconds East 34.3 feet more or less from the northeast corner of Parcel 09310004600;  
Thence, across said Parcel, South 47 degrees 36 minutes 15 seconds West, 112.51 feet;  
Thence, South 51 degrees 27 minutes 42 seconds East, 42.53 feet;  
Thence, North 47 degrees 36 minutes 15 seconds East, 57.60 feet;  
Thence, North 02 degrees 31 minutes 07 seconds East, 90.10 feet to the west right-of-way of Palmer Place;  
Thence, with said right-of-way, South 41 degrees 17 minutes 20 seconds East, 105.82 feet to the Point of Beginning.

The above described easement contains 6,872 square feet more or less and is based on the plat of Landport at Cummins Station as recorded in Book 9700, Page 475, Registers Office of Davidson County, Tennessee. This easement was prepared by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN 37203.

This instrument prepared by:  
Metropolitan Department of Law  
Metropolitan Courthouse, Suite 108  
P.O. Box 196300  
Nashville, TN 37219

**QUITCLAIM DEED**

ADDRESS OF NEW OWNER:	SEND TAX BILL TO:	Property ID No.
Cummins Station, LLC 209 10th Avenue South Nashville, TN 37203	Same	09309033100

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

The actual consideration for this transfer is \$7,560,000.

\_\_\_\_\_  
Affiant

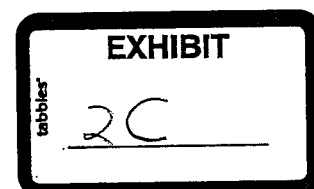
Subscribed and sworn to before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

FOR AND IN CONSIDERATION of the sum of Ten Dollars and NO/100 (\$10.00), and other good and valuable considerations, receipt and legal sufficiency of which valuable consideration is hereby acknowledged, **the Metropolitan Government of Nashville and Davidson County** ("Grantor") does hereby assign, transfer and convey, and quitclaim any and all of its rights, title and interest in certain real estate in Davidson County, Tennessee, located at 1011 Demonbreun Street, Nashville, TN 37203, the legal description of which is attached as **Exhibit A**, commonly referred to as the "Clement Landport", unto **Cummins Station, LLC**, a Tennessee Limited Liability Corporation, and its successors, heirs and assigns ("Grantee").

The foregoing conveyance is subject to all encumbrances, easements, restrictive covenants and other matters, whether or not of public record, as may affect the above described property. Grantor expressly conveys the Property, without warranty of any type or kind, **AS IS, WHERE IS, WITH ANY AND ALL DEFECTS**. Grantee as a condition of accepting this deed covenants that it has examined this Property and agrees to accept same in its present condition.





STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Subscribed and sworn to before me this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Affiant

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

This is improved property, known as 1011 Demonbreun Street, Nashville, TN 37203.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE DESCRIPTION OF OR STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN.

WITNESS our hands this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**Metropolitan Government of Nashville  
and Davidson County**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within named \_\_\_\_\_, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that he is the Director of Public Property Administration for the Metropolitan Government of Nashville and Davidson County, the within named Grantor, and that in such capacity, he, being authorized so to do, executed the foregoing Quitclaim Deed for the purposes therein contained, on behalf of the said Metropolitan Government of Nashville and Davidson County.

Witness my hand and seal, at office, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibit A

Being a parcel of land lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, south of Demonbreun Street, west of 10<sup>th</sup> Avenue South, north of the CSX Transportation Railroad and being lot 2 of the Landport At Cummins Station as recorded in Plat Book 9700, page 475, R.O.D.C.T. (Register's Office of Davidson County, Tennessee) and being more particularly described as follows:

Beginning at a "Drilled Hole" Found in the south right-of-way of Demonbreun Street (50' R.O.W.) and the north right-of-way of the CSX Transportation Railroad and being the northwest corner of the herein described property;

Thence, with the south right-of-way of Demonbreun Street, North 62 degrees 40 minutes 39 seconds East, 248.91 feet to an iron rod with OHM Advisors cap set at the base of a stone wall, a northwest corner of the Cummins Station LLC, Property as recorded in Book 10302, page 135, R.O.D.C.T., Lot 1 of the aforementioned Landport Plat;

Thence, with the west boundary of Lot 1, South 27 degrees 01 minutes 53 seconds East, 627.40 feet to an iron rod with OHM Advisors cap set at the base of a stone wall;

Thence, North 62 degrees 59 minutes 59 seconds East, 26.13 feet to a railroad spike found;

Thence, with a curve to the left, said curve having a radius of 1,180.89 feet, an arc length of 319.59 feet and a chord of South 36 degrees 50 minutes 21 seconds East, 318.61 feet to an iron rod with OHM Advisors cap set in the west right-of-way of Alley 120 (unimproved) and the north right-of-way of the CSX Transportation Railroad;

Thence, with the north right-of-way of CSX Transportation Railroad, North 51 degrees 27 minutes 42 seconds West, 635.24 feet to an iron rod with OHM Advisors cap set;

Thence, with a curve to the right, said curve having a radius of 743.14 feet, an arc length of 316.21 feet and a chord of North 39 degrees 16 minutes 20 seconds West, 313.83 feet to an iron rod with OHM Advisors cap set;

Thence North 27 degrees 04 minutes 57 seconds West, 55.05 feet to the Point of Beginning.

The above described parcel contains by survey 2.92 acres (127,395 sq. ft.) more or less and is based on a survey by Jason Moseley with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN 37203, with a field date of August 13, 2015.

Being the same property conveyed to the Metropolitan Transit Authority by deed recorded at Book 9649, page 515, R.O.D.C.T.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

*This space reserved for Recorder's use only.*

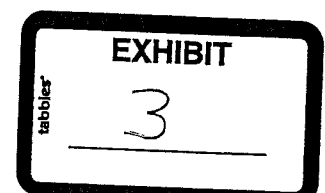
**EASEMENT AND MAINTENANCE AGREEMENT**

THIS EASEMENT AND MAINTENANCE AGREEMENT (this "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2016 ("**Agreement Date**"), by CUMMINS STATION, LLC, a Tennessee limited liability company ("**Grantor**") and METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE ("**Grantee**"). Grantor and Grantee are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the fee simple owner of that certain real property located in the City of Nashville, Davidson County, State of Tennessee, and more particularly described on Exhibit "A" attached hereto ("**Grantor's Property**"). Grantor's Property is currently improved with a commercial office and retail building containing approximately four hundred thousand (400,000) square feet known as "Cummins Station" (the "**Building**") and an adjacent surface parking lot which is required for the use of commercial and retail tenants in the Building and certain neighboring properties (the "**Cummins Station Parking Lot**"; the Building and Cummins Station Parking Lot collectively referred to as the "**Improvements**"). Grantor's Property and the Improvements are depicted upon the plat attached hereto as Exhibit "B".

B. As contemplated herein, Grantee will construct, own and operate a pedestrian bridge spanning the CSX Transportation Railroad right-of-way and other railroad facilities located to the west of and adjacent to Grantor's Property, including, without limitation, all necessary related lateral, subjacent and above ground support and suspension, independent seismic support, stairs, elevator, landscaping and utilities (collectively the "**Pedestrian Bridge**"). Grantee will also construct a plaza and related improvements providing ingress, egress and



access to and from the Pedestrian Bridge (the "**Plaza**"). The Pedestrian Bridge and Plaza will be connected to and constructed upon Grantor's Property in the locations and subject to the restrictions and limitations depicted and described on the "**Exhibit Showing Easements for Permanent Access and Temporary Construction**" which is attached hereto as "Exhibit C" and made a part hereof (the "**Easement Plat**"). The exact location, scope and design of the Pedestrian Bridge and the Plaza will be set forth in the "Plans and Specifications" (hereinafter defined) as provided in this Agreement based upon the specification and design of the finishes of the Pedestrian Bridge constructed in the Pedestrian Bridge Easement prepared by Grantee and the specification and design of the finishes of the Plaza constructed in the Plaza Easement as set forth on Exhibit "C" and otherwise approved by Grantor and Grantee.

C. Grantee, by and through the Director of Public Property Administration, desires to acquire certain easements for use in public projects of the Metropolitan Government (Public Works Department Project Number 2013-B-3, Gulch Pedestrian Bridge (Proposal No. 2013M-045PR001) to facilitate the construction by Grantee of the Pedestrian Bridge and the Plaza in accordance with the terms and subject to the provisions set forth herein.

D. Grantor intends to further develop Grantor's Property with additional improvements, which may include residential, office, hospitality and commercial uses together with surface and sub-surface parking and other incidental improvements and facilities in connection therewith ("**Grantor's Development Project**").

E. Grantor has acquired or is about to acquire from Grantee fee simple title to that certain real property and improvements thereon commonly known as the "Clement Land Port", and more particularly described on Exhibit "D" attached hereto (collectively, "**LandPort Property**").

F. Grantor and Grantee intend by this Agreement to establish the following easements over Grantor's Property in accordance with the terms and subject to the provisions set forth more fully herein:

(i) A temporary, non-exclusive construction easement, in favor of the Grantee, in, over, under, through and across certain portions of Grantor's Property in the locations depicted on the Easement Plat and legally described on Exhibit "E" attached hereto (the "**Temporary Construction Easement**") and all purposes incidental thereto;

(ii) A permanent, non-exclusive right-of-way easement in favor of Grantee, in, over, under, through and across certain portions of Grantor's Property in the location depicted on the Easement Plat and legally described on Exhibit "F" attached hereto for the purpose of placement, ownership, use and maintenance of the Pedestrian Bridge (and all related facilities) as hereinafter provided (the "**Pedestrian Bridge Easement**"); and

(iii) A permanent, non-exclusive easement in favor of Grantee, in, over, under, through and across certain portions of Grantor's Property in the location depicted on the Easement Plat and legally described on Exhibit "G" attached hereto for the purpose of placement and public pedestrian and bicycle use of the Plaza providing ingress, egress and access to the Pedestrian Bridge (and all related facilities as hereinafter provided (the

"**Plaza Easement**"; the Temporary Construction Easement, the Pedestrian Bridge Easement and the Plaza Easement collectively referred to as the "**Easements**").

G. Concurrently with the Agreement Date, Grantee shall pay to Grantor the amount of Two Million Six Hundred Sixty-Two Thousand and No/100 Dollars (\$2,662,000.00) ("**Easement Consideration**").

H. Grantor and Grantee desire by this Agreement to: (1) set forth the terms and conditions for the construction, operation, maintenance, repair and replacement of the Pedestrian Bridge and the Plaza; and (2) set forth certain conditions precedent to the construction in the Pedestrian Bridge Easement by Grantee and use of the Pedestrian Bridge and Plaza in the Pedestrian Bridge Easement; and (3) set forth certain restrictions and limitations regarding use of the Pedestrian Bridge and the Plaza, all as more fully set forth herein. The Easements shall burden Grantor's Property, shall be binding upon its successors, grantees and assigns and shall run with Grantor's Property in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

### **AGREEMENT**

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated by this reference as though set forth fully herein. As used herein, the term "**Easements**" shall mean all temporary and permanent easements and rights created under this Agreement and the term "**Easement**" shall mean any easement or right created under this Agreement as the context may so require.

2. **Temporary Easements.**

(a) **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee a non-exclusive temporary easement and right-of-way for ingress, egress and access over, under, through and across the Temporary Construction Easement for the sole purpose of constructing and installing the portion of the Pedestrian Bridge and the Plaza to be located on Grantor's Property in the Pedestrian Bridge Easement and Plaza Easement.

(b) **Scope of Temporary Construction Easement.** The scope of the Temporary Construction Easement (the "**Temporary Construction Easement**") shall consist of pedestrian and vehicular ingress and egress for Grantee and any members, officers, directors, officials, employees, agents thereof, and its contractors and their respective subcontractors, vendors, suppliers and other representatives, guests, invitees and licensees thereof in, over, through and across the Temporary Construction Easement for the sole purpose of construction and installation of the Pedestrian Bridge and Plaza, as applicable. The scope of the Temporary Construction Easement shall, in addition to ingress, egress and access, include, the following: (i) the right to place tools, materials and equipment in, over, under, through and across the Temporary Construction Easement and to operate construction equipment, vehicles and machinery (such as construction cranes) in, over, under, through and across the Temporary Construction Easement and to

permanently install the portions of the Pedestrian Bridge to be located in the Pedestrian Bridge Easement and the portions of the Plaza to be located in the Plaza Easement; (ii) the right to remove approved portions of the Grantor's Property or improvements thereon which fall within the Temporary Construction Easement as provided in the approved "**Plans and Specifications**" (hereinafter defined) that are reasonably necessary for the construction of, and for the installation in or attachment to the Grantor's Property of, any connections, supports, suspensions or other improvements related to the Pedestrian Bridge and Plaza provided that said portions so removed are replaced or restored to substantially the same or better condition following completion of construction of the Pedestrian Bridge and Plaza including, without limitation, replacement of any surface parking spaces (including grading, asphalt, lighting and striping) located outside the Pedestrian Bridge Easement which are disturbed by construction of the Pedestrian Bridge and Plaza; and (iii) the right to excavate portions of the Grantor's Property that fall within the Temporary Construction Easement as required to construct the project support system for the Pedestrian Bridge and Plaza. Grantor and Grantee intend that the scope of the Temporary Construction Easement shall be interpreted in a manner allowing all activity reasonably consistent with the initial construction and installation of the Pedestrian Bridge and Plaza as provided in the Plans and Specifications, provided that Grantee's use of the Temporary Construction Easements shall not unreasonably interfere with or unnecessarily disrupt the existing uses of Grantor's Property outside of the Temporary Construction Easement including, without limitation, any other construction activities on Grantor's Property undertaken now or in the future. For such purposes, Grantor and Grantee shall cooperate, and shall cause their respective agents, employees, representatives, contractors and subcontractors to cooperate, to facilitate all construction activity on Grantor's Property to be conducted in a cooperative and coordinated manner so as not to prejudice either Party to this Agreement.

(c) **Duration of the Temporary Easement.** Grantee's right to use the Temporary Construction Easement to construct the Pedestrian Bridge and Plaza shall commence upon the Effective Date (as defined in Section 3) and shall terminate upon completion of the portion of the Pedestrian Bridge and the Plaza to be located in the Pedestrian Bridge Easement and Plaza Easement.

(d) **Maintenance and Repair.** During the term of the Temporary Construction Easement, Grantee shall take all reasonable steps to protect and secure Grantor's Property in the proximity of any construction activities undertaken by Grantee and Grantee shall have the obligation to cause the areas of the Temporary Construction Easement to be maintained, cleaned and repaired as reasonable and necessary at Grantee's sole cost and expense and monitored in a manner which will allow only authorized personnel onto the area of the Temporary Construction Easement. At all times during construction of the Pedestrian Bridge and Plaza, the Temporary Construction Easement shall be fenced off and secured. In the event Grantee fails to perform such required maintenance and repair to the Temporary Construction Easement, Grantor shall have the right, but not the obligation, to cause such maintenance and repair to be performed and to recover reasonable expenses incurred by Grantor, together with interest and costs of recovery thereof. If such curative measures are taken, Grantee shall, within twenty-one (21) days after Grantee's receipt of Grantor's written demand therefor, reimburse Grantor

for all reasonable costs and expenses incurred with respect to such curative action. In the event that Grantee fails to make such reimbursement to Grantor within such twenty-one (21) day period, then in addition to the amount of such reimbursement, Grantee shall be obligated to pay Grantor interest on the outstanding amount of such reimbursement until such outstanding amount is paid in full, which interest shall be compounded monthly at a rate equal to the Interest Rate (defined below).

(e) **Restoration Upon Completion.** Upon termination of the Temporary Construction Easement, Grantee shall restore the Temporary Construction Easement to substantially the same or better condition as existed prior to Grantee's construction activities in the Temporary Construction Easement including, without limitation, replacing any parking areas disturbed by construction, replacement and reconnection of utilities and lighting, restriping parking spaces, replacement or signage, repair or replacement of curb-cuts, sidewalks and access and drive-through lanes, replacement of landscaping, replacement of equipment and machinery removed or damaged during construction and making such other repairs and replacement as shall be necessary to restore the area of the Temporary Construction Easement to their original pre-construction condition, all in accordance with applicable laws, ordinances and regulations.

(f) **Reasonable Limitations.** Notwithstanding any of the foregoing, use of the foregoing the Temporary Construction Easement shall be subject to reasonable rules, limitations, and conditions adopted by Grantor from time to time with respect to access to and use of facilities located on Grantor's Property including, without limitation, use of and payment for utilities, location of construction parking areas (to be established off-site and not on Grantor's Property), safety rules and regulation, security procedures, storage of materials, equipment and supplies, noise and pollution abatement and the like; provided, however, that Grantee's use of the Temporary Construction Easement during normal business hours shall not be adversely or materially impacted, unless such is necessary due to required maintenance, repair, or safety issues or in the case of an emergency.

### 3. **Conditions Precedent/ Effective Date.**

(a) **Conditions Precedent.** Grantor and Grantee agree that, subject to sub-section (c) below, the easements created by this Agreement shall irrevocably vest in Grantee on the Agreement Date. The following shall be conditions precedent to the right of Grantee to commence and complete construction of the Pedestrian Bridge and Plaza in the Pedestrian Bridge Easement and Plaza Easement as set forth in this Agreement ("**Conditions Precedent**").

(i) Grantee shall deliver to Grantor plans and specifications for the construction and installation of the Pedestrian Bridge and Plaza ("**Plans and Specifications**") prepared by Grantee's architects and engineers, which Plans and Specifications shall be subject to Grantor's approval which shall not be unreasonably withheld, delayed or conditioned. Any material amendments to the Plans and Specifications for the portion of the Pedestrian Bridge and Plaza located

in the Pedestrian Bridge Easement and Plaza Easement shall also be subject to Grantor's approval, which approval shall not be unreasonably withheld, delayed or conditioned.

(ii) Grantee shall deliver to Grantor copies of all permits, approvals, ordinances, resolutions and licenses required to enter into this Agreement and for construction of the Pedestrian Bridge and Plaza including, without limitation, any easements required on any other servient estate, rights-of-way, permits, licenses or easements required to be obtained from CSX Transportation Company, any required approvals from any other property owners and all other permits from any Federal, State or other local governmental bodies or agencies required for construction and operation of the Pedestrian Bridge.

(iii) The Grantor shall have constructed at its cost upon the LandPort Property for the purpose of enabling Grantee to commence construction in the Temporary Construction Easement as provided in Section 2 hereof, at least one hundred three (103) surface parking spaces (the "**Additional LandPort Parking Spaces**") in addition to the parking spaces currently located on the LandPort Property; provided, however, Grantee shall provide to Grantor at least ninety (90) days prior written notice of that date that Grantee intends to commence construction in the Temporary Construction Easement and in the event that Grantor has not completed the Additional LandPort Parking Spaces within said ninety (90) day period and provided all other Conditions Precedent for construction have then been satisfied, then this condition shall also be deemed satisfied.

(iv) There shall have been approved by all governmental authorities having jurisdiction a plat of re-subdivision of Grantor's Property creating additional platted lots, providing (1) for the vacation of certain alleys and easements that currently exist upon Grantor's Property; and (2) the platting and creation of any necessary utility and other easements including, without limitation, drainage, electricity, water and cable utilities, as required in connection with the Pedestrian Bridge and the Plaza pursuant to this Agreement (the "**Plat**"). The Plat shall be prepared by Grantor at its cost and shall be subject to Grantee's approval, not to be unreasonably withheld, or conditioned. Nothing in this Agreement shall be construed as a limitation on the exercise of Grantee's governmental powers or on the authority of any administrative body exercising such power under applicable laws, ordinances, rules or regulations relating to the approval of the Plat.

(b) **Effective and Governing Dates.** The date upon which the Conditions Precedent as set forth in Section 3(a) hereof shall be satisfied (or deemed satisfied) shall be referred to herein as the "**Effective Date**". Upon the Effective Date, Grantee shall commence and diligently proceed with construction of the Pedestrian Bridge and Plaza in accordance with the terms of this Agreement.



(c) **Termination of Easements.** In the event that the Conditions Precedent set forth in (a) (i) and (ii) shall fail to be satisfied and Grantee shall have failed or be unable to commence construction of the Pedestrian Bridge and Plaza on or prior to a date which is five (5) years from the Agreement Date (the "**Outside Effective Date**"), Grantor shall have the right, upon written notice to Grantee (the "**Termination Notice**"), to elect to terminate this Agreement provided that Grantor, in consideration of such termination, pays to Grantee the amount of the Easement Consideration ("**Easement Termination**"). Upon giving the Termination Notice and effective upon the Easement Termination, the Easements granted herein shall terminate and be of no further force and effect and Grantee's rights hereunder shall terminate. Grantor and Grantee shall cooperate and execute such documentation as is reasonable necessary, including an abrogation of the Easements, to remove this Agreement as an easement appurtenant to and binding upon Grantor's Property.

4. **Pedestrian Bridge Easement and Plaza Easement.**

(a) **Grant of Easement.**

(i) Grantor hereby grants a non-exclusive right-of-way easement over, across and through the Pedestrian Bridge Easement for public pedestrian and bicycle ingress, egress and access in favor of Grantee for the purpose of placement, ownership, maintenance, repair and replacement of the Pedestrian Bridge as described in this Section 4.

(ii) Grantor hereby grants a non-exclusive easement over, across and through the Plaza Easement for public pedestrian and bicycle ingress, egress and access to the Pedestrian Bridge in favor of Grantee for the purpose of placement, ownership, maintenance, repair and replacement of the Plaza as described in this Section 4.

(b) **Scope of Easement.** The scope of the Pedestrian Bridge Easement and Plaza Easement shall consist solely of and be limited to: (a) the right to construct and permanently locate the improvements comprising the Pedestrian Bridge in the Pedestrian Bridge Easement and the Plaza in the Plaza Easement; (b) normal pedestrian and bicycle ingress, egress and access to and from the Pedestrian Bridge and Plaza for use by the public; (c) use of and access to utilities servicing the Pedestrian Bridge and the Plaza; (d) access for repairs, maintenance and replacements of the Pedestrian Bridge and Plaza as required from time to time; and (e) such other right-of-way uses in connection with the use of the Pedestrian Bridge Easement as Grantee deems reasonably necessary provided, however, that no motor vehicle access (other than vehicles used for maintenance or repair) shall be permitted and no such uses shall unreasonably interfere with, restrict or limit Grantor's use of Grantor's Property or the Plaza. The Pedestrian Bridge Easement and Plaza Easement shall remain in full force and effect so long as the Pedestrian Bridge and Plaza remain open for use by the public (other than temporary closures for repair, replacement or restoration work). Grantee shall not convey any interest in the Pedestrian Bridge Easement or the Plaza Easement to any other third party (other than a governmental instrumentality or agency under the jurisdiction of Grantee).

(c) **Maintenance and Repair.** Grantee will cause the Pedestrian Bridge Easement and the Plaza Easement, and all improvements constructed therein, to be maintained, cleaned, repaired and replaced in first-class condition at Grantee's sole cost and expense; provided, however, that Grantor, at its expense, shall be responsible for any repairs, cleaning and normal maintenance that is required as a result of Grantor's use of Plaza Easement and the Plaza and, at its option, shall have the right to assume the obligation to clean all or portions of the Plaza, the reasonable out-of-pocket cost of which shall be reimbursed by Grantee. Grantor shall also permit reasonable access to Grantor's Property as required from time to time to enable Grantee to maintain, repair or replace components of the Pedestrian Bridge and Plaza, subject to reasonable rules and regulations imposed by Grantor to secure and protect improvements on Grantor's Property. In the event Grantee shall fail to perform the required maintenance, repair or replacement after at least fourteen (14) days prior written notice by Grantor and received by Grantee, Grantor shall have the right, but not the obligation, to cause such maintenance, repair or replacement to be performed by a third party at commercially reasonable rates. If such curative measures are taken, Grantee shall, within twenty-one (21) days after Grantee's receipt of Grantor's written demand therefor, reimburse Grantor for all reasonable costs and expenses incurred with respect to such curative action. In the event that Grantee fails to make such reimbursement to Grantor within such twenty-one (21) day period, then in addition to the amount of such reimbursement, Grantee shall be obligated to pay Grantor interest on the outstanding amount of such reimbursement until such outstanding amount is paid in full, which interest shall be compounded monthly at a rate equal to the Interest Rate.

5. **Easement Reservations and Restrictions.** The easement rights granted in this Agreement shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement:

(a) Grantor reserves the right to construct improvements on Grantor's Property located adjacent to, above and below the Pedestrian Bridge Easement and Plaza Easement subject to compliance with laws and ordinances generally applicable to regulating such development, and shall have the right to modify any of the improvements, utilities and landscaping constructed in connection with the Pedestrian Bridge and Plaza provided, however, that Grantor shall have no right to materially impair the use of the Pedestrian Bridge Easement and Plaza Easement, and the improvements constructed therein and shall have no right to modify the foundations or other structural supports of the Pedestrian Bridge and Plaza in connection with any such development without Grantee's approval. Grantor and Grantee acknowledge that Grantor's Development Project presently includes plans for a parking facility and related improvements ("**Grantor's Parking Facility**") beneath the Pedestrian Bridge and Plaza and that Grantor shall bear all costs associated with construction of the Grantor's Parking Facility, including, without limitation, all costs of excavation not specifically allocated to Grantee under this Agreement. Grantor and Grantee further agree to cooperate and coordinate their efforts with one another relating to any construction activities by Grantee and Grantor in the Easements for their mutual benefit and Grantor further acknowledges that any construction activities by Grantor in the Easements for the Grantor's Parking Facility and Grantor's Development Project shall be conducted so as to not materially

impede or interfere with construction of the Pedestrian Bridge or Plaza by Grantee without Grantee's express written consent.

(b) Grantee reserves the right to temporarily close off or restrict access to portions of the Pedestrian Bridge Easement and Plaza Easement for the purpose of making repairs, restoration and replacements to the Pedestrian Bridge and Plaza, provided, however, that such closure shall not occur without prior notice to Grantor, which notice shall indicate the nature of the repairs and replacements to be undertaken and the anticipated duration of such closure or restricted access. Any such closure shall last only for such time as shall be reasonably required to complete any repair, restoration and replacement work.

(c) Grantor reserves the right to use the Plaza constructed in the Plaza Easement from time to time for private events in connection with Grantor's or its tenants' businesses and shall have the exclusive right to place or permit its retail tenants to place tables and seating in the plaza area for outdoor dining including the right, subject to compliance with applicable laws and ordinances, to serve or cause to be served alcoholic beverages. Any such use shall be subject only to such laws, codes and ordinances which shall be generally applicable to activities conducted on Grantor's Property but shall be conducted so as not to cause any unreasonable interference with the use of the Pedestrian Bridge and the Plaza constructed in the Pedestrian Bridge Easement and Plaza Easement in accordance with this Agreement.

(d) Grantor reserves the right to place art exhibitions on the Plaza from time to time; it being understood that Grantee shall not have the right to place public art, displays or other hardscape on the Plaza without Grantor's prior written approval.

(e) Grantee shall have no right to place any obstructions upon the Plaza Easement and shall not block ingress, egress and access to and from the Plaza Easement other than any temporary obstructions required in connection with any required maintenance, repairs and replacements of the Pedestrian Bridge and Plaza. Grantee shall not use the Pedestrian Bridge Easement or Plaza Easement for any commercial use. Any installation of the utilities by Grantee shall be only in connection with servicing the Pedestrian Bridge and Plaza or for use by a governmental entity in connection with the Pedestrian Bridge and Plaza and in locations of platted easements. Grantee shall place no signage on the Pedestrian Bridge Easement or the Plaza Easement other than directional signage, notification of public usage rules related to the use of the Pedestrian Bridge as contemplated under this Agreement and signage identifying the name of the Pedestrian Bridge consistent with Grantee's policies. Grantee shall have no right to create or require set-backs or other restrictions in connection with the construction and development of Grantor's Property adjacent to, above or below the Pedestrian Bridge Easement as a result of it being designed as a "right-of-way" easement or to change or expand the use of the Pedestrian Bridge Easement beyond the uses contemplated or permitted pursuant to and as limited by the terms of this Agreement.

6. **Relocation of Easements.** The Parties hereby acknowledge that, due to the nature of the configuration and uses of Grantor's Property, the portion of the Pedestrian Bridge

Easement and Plaza Easement upon which the Pedestrian Bridge and Plaza are to be constructed by Grantee has been granted in locations which may have to be modified, relocated or adjusted in the future to accommodate the actual construction of the Pedestrian Bridge or the Plaza or Grantor's Development Project so long as there is no material change, modification or relocation of the Pedestrian Easement or Plaza Easement. Further, the Plans and Specifications when completed and approved may require non-material modifications to the Pedestrian Bridge Easement and Plaza Easement to reflect the actual construction of the Pedestrian Bridge and Plaza. As such, the Parties agree to reasonably cooperate with one another and record, if necessary, subsequent hereto one or more documents entitled "**Modification of Location of Easement**" which shall set forth any such necessary modification, relocation or adjustment of any Easement, it being understood that no such relocation shall be allowed which shall have a material effect or impact upon the rights granted under the Easements.

7. **Additional Obligations of Grantee.**

(a) **Use of Approved Plans.** Grantee shall construct the Pedestrian Bridge in accordance with the Plans and Specifications, all applicable statutes, laws and ordinances and all permits and approvals issued in connection with construction of the Pedestrian Bridge and Plaza.

(b) **No Partnership; No Waiver of Claims.** This Agreement shall in no way be construed to create, and shall not be deemed to have created, any relationship of partnership, joint venture, or otherwise.

(c) **Disruption of Construction and Operations.** Grantee shall reasonably cooperate with Grantor to minimize the disruption of existing operations on Grantor's Property during the construction or operation of the Pedestrian Bridge and Plaza other than construction activities in the Temporary Construction Easement. Grantee shall take such steps as shall be required to keep all streets and access to Grantee's Property fully operational and open at all times and with no lane or street closures or reduced street parking unless reasonably necessary for construction of the Pedestrian Bridge and Plaza. Grantee shall not operate the Pedestrian Bridge in a manner that will cause unreasonable disturbance to adjoining property including, without limitation, Grantor's Property.

(d) **Removal of Lien Claims.** Grantee shall resolve with reasonable promptness and remove, or cause to be removed, at its cost, any liens (mechanics, material or otherwise) filed or asserted against Grantor's Property in connection with Grantee's construction of the Pedestrian Bridge and Plaza.

8. **Ownership of Pedestrian Bridge and Plaza.** The improvements constructed by Grantee for the Pedestrian Bridge and Plaza shall at all times while the Easements granted hereunder remain in effect be owned by Grantee or any agency or instrumentality of Grantee and shall be used for no purpose other than as provided in this Agreement. Grantee shall have no right to transfer or assign rights under this Agreement to any private party or entity without approval of Grantor.

9. **Operation of Pedestrian Bridge and Plaza.** Upon the completion of the Pedestrian Bridge and Plaza, Grantee shall maintain and operate the Pedestrian Bridge and Plaza in a safe, clean and secure condition and as manner reasonably necessary for the Parties hereunder to exercise the rights granted to them under this Agreement. Such maintenance and operation obligations shall include the following: (a) opening and closing access to the Pedestrian Bridge, (b) keeping the Pedestrian Bridge and Plaza well illuminated but in a manner which will not cause unreasonable disturbance to neighboring owners or tenants or occupants of Grantor's Property, (c) providing other utilities as necessary for the use of the Pedestrian Bridge and Plaza as contemplated under this Agreement; (d) maintaining the Plaza, steps, elevator, utilities and landscaping constructed as part of the Pedestrian Bridge in good condition and repair, (e) policing and patrolling use of pedestrian and bicycle use of the Pedestrian Bridge and Plaza to ensure safety and avoid nuisance; (f) paying any and all charges, levies, assessments, costs and fees (other than real estate or similar ad valorem taxes) of any governmental or quasi-governmental entity or utility in connection with the use, ownership or occupancy of the Pedestrian Bridge and Plaza; and (g) enforcing Pedestrian Bridge rules and regulations in effect from time to time.

10. **Grantee Claims.** To the extent expressly permitted by Tennessee law and strictly subject to the limitations set forth in the Tennessee Governmental Tort Liability Act, Grantee shall be responsible for any and all loss, costs, claims, damage, liens or liability (collectively, "**Grantee Claims**") sustained by Grantor or any Grantor Parties (hereinafter defined) caused by, permitted by or allowed by Grantee to occur in connection with (i) any defect in design, construction, or installation of the Pedestrian Bridge, (ii) any negligent or wrongful act or omission of Grantee or any of its employees, agents, contractors, subcontractors, other representatives, licensees, guests and invitees (collectively "**Grantee Parties**"), (iii) any breach or default of the Grantee Parties pursuant to this Agreement, or (iv) arising from the exercise of any rights provided for in this Agreement by the Grantee Parties. Notwithstanding the foregoing, Grantee shall have no liability for Grantee Claims resulting from (i) any negligent or wrongful act or omission, or (ii) for any breach or default pursuant to this Agreement by the Grantor or any of its employees, agents, contractors, subcontractors, other representatives, licensees, guests and invitees (collectively "**Grantor Parties**"). For any Grantee Claims arising out of the concurrent cause of the Grantor Parties, Grantee shall be liable under this Section 10 only to the extent of the cause of the Grantee Parties, and Grantor shall be liable under this Section 10 only to the extent of cause of the Grantor Parties.

11. **Covenant of No Hazardous Waste.** Grantee shall not use, or permit the use of by any third party or by any of such Party's invitees, guests, employees, agents, contractors or other representatives, Hazardous Materials on, about, under or in the Pedestrian Bridge Easement or Plaza Easement and on any portion of Grantor's Property except in the ordinary course of any operations conducted thereon in accordance with this Agreement and any such use shall at all times be in compliance with all Environmental Laws. For the purpose of this Section 11, the term "**Hazardous Materials**" shall mean and refer to petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law. Also for the purpose of this Section 11, the term "**Environmental Laws**" shall mean and refer to all federal, state, county, municipal, local and other statutes, laws,

ordinances and regulations that relate to or deal with human health or the environment, all as may be amended from time to time.

12. **Agreement and Easements Run with Land; Successors and Assigns.** This Agreement shall run with the Grantor's Property subject to the Easements and shall be binding upon and shall inure to the benefit of the permitted successors, grantees and assigns of the Parties.

13. **Miscellaneous.**

(a) **Further Documents and Acts.** Each of the Parties agrees to timely execute and deliver such further documents and perform such other acts that may be required by the applicable laws and that may be reasonably necessary to consummate and carry into effect the agreements contemplated herein.

(b) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(c) **Grantor's Assignment and Transfer Rights.** Grantee hereby acknowledges that Grantor may convey Grantor's Property or any portion thereof to a third party assignee, purchaser or other transferee from Grantor (the "**Successor Party**"). Grantor hereby agrees and acknowledges that the Successor Party may enjoy the rights granted hereunder to Grantor as an assignee of Grantor and be subject to the obligations to the other Party hereto with respect to the portion of the Grantor's Property so assigned, transferred or conveyed. Accordingly, Grantee hereby agrees and acknowledges that Grantor shall have the right, without the prior consent of Grantee, but upon ten (10) days' prior written notice to Grantee, to assign this Agreement in whole or in part to a Successor Party, pursuant to which assignment Grantor will assign all or a portion of its rights, title and interest under this Agreement to the Successor Party, and the Successor Party shall assume all or a portion of Grantor's duties and obligations under this Agreement with respect to the portion of the Grantor's Property so assigned, transferred or conveyed. Upon the assignment by Grantor of all of Grantor's rights, title and interest under this Agreement to the Successor Party and the assumption by the Successor Party of all of Grantor's duties and obligations under this Agreement, Grantee shall execute a written agreement with Grantor releasing Grantor from all of its duties and obligations under this Agreement.

(d) **Provisions Severable.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

(e) **Entire Agreement.** It is intended by the parties that this Agreement be the final expression of the intentions and agreements of the parties. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or in writing,

between the parties hereto and contains all of the covenants and agreements between the parties. No other agreements, representations, inducements, or promises, not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged.

(f) **Enforcement.** This Agreement and the obligations of the parties hereto shall be enforceable at law or in equity in any court (Federal or State) having jurisdiction located in Nashville, Tennessee and each party hereby submits to the jurisdiction of any such court to adjudicate any matter arising under this Agreement.

(g) **Notices.** Any notice, request, demand, instruction or other document (each of which is herein called a "Notice") to be given hereunder to any Party shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), by facsimile or by certified mail, postage prepaid, return receipt requested, as follows:

If to Grantor to:

Zachary Liff  
Cummins Station, LLC  
209 10<sup>th</sup> Avenue South  
Nashville, TN 37203  
Facsimile No. 615-259-3141

If to Grantee, to:

Director of Law  
Metropolitan Court House  
Suite 108 P.O. Box 196300  
Nashville TN 37219  
Facsimile No. \_\_\_\_\_

Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, (ii) on the date of confirmed dispatch, if by facsimile, or (iii) seventy-two (72) hours after the deposit of same in any United States Post Office mailbox, sent by certified mail, postage prepaid, return receipt requested, addressed as set forth above. The addresses and addressees, for the purpose of this Section 14(g), may be changed by giving written Notice of such change in the manner herein provided for giving Notice. Unless and until such written Notice of change is received, the last address and addressee stated by written Notice, or provided herein if no such written Notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

(h) **Mortgagee Protection.** Notwithstanding anything contained herein to the contrary, if Grantor or any Successor Party shall at any time grant or convey a security interest in the Grantor Property or any part or portion thereof by mortgage, deed of trust or otherwise (collectively, a "Mortgage") to any person or entity (collectively, a "Mortgagee"), such Mortgagee shall be entitled to receive notice of any default by the

Party upon whose Property it holds a security interest provided that such Mortgagee shall have delivered a written request for notice (which shall include the Mortgagee's address) to each Party. Any such notice shall be given in the same manner as provided in Section 13(g) hereof. Giving of any notice of default or the failure to deliver a copy to any such Mortgagee shall in no event create any liability on the part of the Party so declaring a default or prevent such Party from exercising its rights with respect to such defaults. In the event that any Mortgagee shall require any modifications or amendments to the terms and provisions of this Agreement, the Parties hereto shall cooperate to effectuate any such modifications or amendments provided, however that the rights and obligations of the Parties hereunder shall not be materially and adversely affected by any such Mortgagee Request.

(i) **Interest Rate.** The term "Interest Rate" shall mean the lesser of: (w) the "prime rate" (as herein defined), plus five percent (5%), or (x) the highest rate permitted by law. As used herein, "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" of Wells Fargo Bank, San Francisco, California main branch.

(j) **Remedies.** Enforcement of any provision of this Agreement shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate any promise, covenant, or condition contained herein, either to restrain violation, compel action or to recover damages.

(k) **Remedies Cumulative.** Any and all remedies provided by this Agreement, operation of law, or otherwise, shall be deemed to be cumulative, and the choice or implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided for herein, by operation of law, or otherwise.

(l) **Effect of Waiver.** No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction, or condition of this Agreement. The consent or approval of either party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.



IN WITNESS WHEREOF, this Agreement has been duly executed by Grantee and MMSA as of the Effective Date.

**GRANTOR:**

**CUMMINS STATION, LLC**

By: \_\_\_\_\_

Name:           Zachary Liff          

Title:           President          

**GRANTEE:**

**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVISON  
COUNTY**

By: \_\_\_\_\_

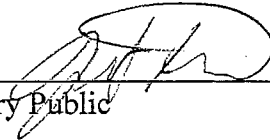
Name:           Steve Berry          

Title:           Director, Public Property

STATE OF TENNESSEE )  
 )  
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appears Zachary Liff with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Manager of Commis Station, LLC, the within named Grantor, a limited liability company, and that he as such Manager, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Manager.

Witness my hand and seal at office in Nashville, Tennessee, this 9<sup>th</sup> day of September, 2016.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: May 8<sup>th</sup>, 2018

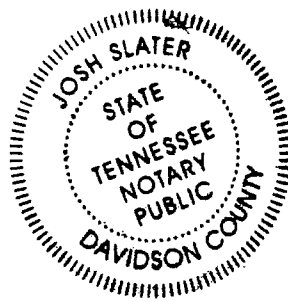


EXHIBIT A

GRANTOR'S PROPERTY

CS

**Cummins Station- Lot 1, Landport at Cummins Station**

Being a parcel of land lying in the 19<sup>th</sup> Council District of Metropolitan Nashville and Davidson County. Said parcel having a Metro tax parcel id of 09309032000 and being south of Demonbreen Street, west of 10<sup>th</sup> Avenue South and being all of Lot 1 as shown on the plat of the Landport at Cummins Station and the northerly 5 feet of a 10-foot unimproved alley (possibly closed) as shown on said plat and recorded in Plat Book 9700, page 475, R.O.D.C.T. and being more particularly described as follows:

Beginning at the intersection of the south right-of-way of Demonbreun Street and the west right-of-way of Tenth Avenue South;  
Thence, with the west right-of-way of Tenth Avenue South; South 27 degrees 12 minutes 38 seconds East, 779.96 feet to the west right-of-way of Palmer Place;  
Thence, with said right-of-way, South 41 degrees 17 minutes 20 seconds East, 104.21 feet to the center of an unimproved alley;  
Thence, with the center of said alley, South 62 degrees 29 minutes 54 seconds West, 132.16 feet to the north boundary of Lot 2, of the aforementioned Cummins Station plat;  
Thence, with said boundary, a curve to the right, said curve having a radius of 1,180.89 feet, an arc length of 255.44 feet and a chord bearing and distance of North 35 degrees 16 minutes 40 seconds West, 254.94 feet;  
Thence, South 62 degrees 59 minutes 59 seconds West, 26.13 feet;  
Thence, North 27 degrees 00 minutes 01 seconds West, 627.40 feet to south right-of-way of Demonbreun Street;  
Thence, with said right-of-way, North 62 degrees 44 minutes 00 seconds East, 24.83 feet;  
Thence, North 27 degrees 03 minutes 05 seconds West, 1.89 feet;  
Thence, North 62 degrees 50 minutes 22 seconds East, 141.58 feet to the Point of Beginning.

The above described parcel contains 3.20 acres (139,314 sq.ft.) more or less. This description is based on the aforementioned plat of The Landport at Cummins Station. This description was written by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN. The above mentioned 10-foot alley is believed to be closed but no recorded documents of closure were provided prior to this description.

### **Cummins Station- Lot 3, Landport at Cummins Station**

Being a parcel of land lying in the 19<sup>th</sup> Council District of Metropolitan Nashville and Davidson County. Said parcel having a Metro tax parcel id of 09310004600 and being south of Demonbruen Street, west of Palmer Place and being all of Lot 3 as shown on the plat of the Landport at Cummins Station and the southerly 5 feet of a 10-foot unimproved alley (possibly closed) as shown on said plat and recorded in Plat Book 9700, page 475, R.O.D.C.T. and being more particularly described as follows:

Beginning at the northwest corner of the Warner Partners, LP property as recorded in Instrument Number 20081015-0103966, R.O.D.C.T. in the west right-of-way of Palmer Place;  
Thence, with the west boundary of the Warners Partners, LP property, South 07 degrees 48 minutes 48 seconds West, 123.96 feet to the north right-of-way of unimproved Alley No. 120;  
Thence, with said right-of-way, a curve to the right, said curve having a radius of 346.82 feet, and arc length of 167.51 feet and a chord bearing and distance of North 66 degrees 21 minutes 46 seconds West, 165.89 feet; thence, continuing with the right-of-way of Alley No. 120, the following four (4) calls and distances:

1. North 48 degrees 24 minutes 50 seconds West, 47.00 feet;
2. North 47 degrees 03 minutes 12 seconds West, 49.65 feet;
3. North 44 degrees 51 minutes 45 seconds West, 38.50 feet;
4. North 46 degrees 08 minutes 12 seconds West, 58.70 feet to the center of a 10-foot unimproved alley;

Thence, with the center of said alley, North 62 degrees 29 minutes 54 seconds East, 117.25 feet to the south right-of-way of Palmer Place;

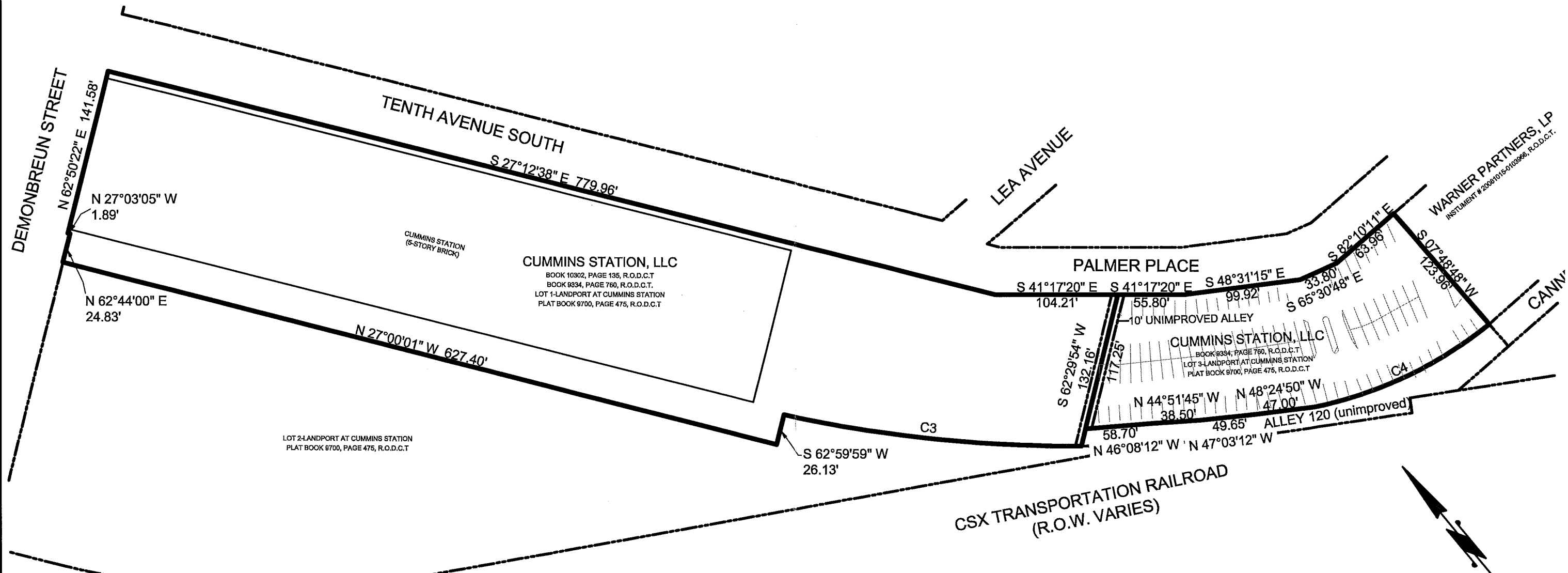
Thence, with said right-of-way, the following four (4) calls and distances:

1. South 41 degrees 17 minutes 20 seconds East, 55.80 feet;
2. South 48 degrees 31 minutes 15 seconds East, 99.92 feet;
3. South 65 degrees 30 minutes 48 seconds East, 33.80 feet;
4. South 82 degrees 10 minutes 11 seconds East, 63.96 feet to the Point of Beginning.

The above described parcel contains 0.79 acres (34,270 sq.ft.) more or less. This description is based on the aforementioned plat of The Landport at Cummins Station. This description was written by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN. The above mentioned 10-foot alley is believed to be closed but no recorded documents of closure were provided prior to this description.

EXHIBIT B

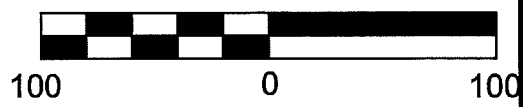
CUMMINS STATION PARKING LOT



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	1180.89'	255.44'	12°23'37"	N 35°16'40" W	254.94'
C4	346.82'	167.51'	27°40'26"	N 66°21'46" W	165.89'

SOURCE OF NORTH:  
PLAT BOOK 9700, PAGE 475, R.O.D.C.T

GRAPHIC SCALE 1"= 100



SHEET 1 OF 1

**GENERAL NOTES:**

1. A BOUNDARY SURVEY WAS NOT PERFORMED. THIS EXHIBIT WAS DONE UNDER THE AUTHORITY OF T.C.A. 62-18-126.
2. ALL DEEDS AND/OR PARCEL INFORMATION SHOWN REFER TO METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

<b>EXHIBIT OF GRANTORS PROPERTY AND IMPROVEMENTS</b>	FROM:		<b>OHM ADVISORS</b> 209 10th AVENUE SOUTH SUITE 116 NASHVILLE, TN 37203 615-649-5264
	TO:		
DATE: 10-05-2016	SCALE: 1"= 100'	PARCEL: 09309032000, 09310004600	PLAT: PLAT BOOK 9700, PAGE 475
		DEED:	PROJECT #: 1080-15-0011



EXHIBIT C  
(C1-C2)

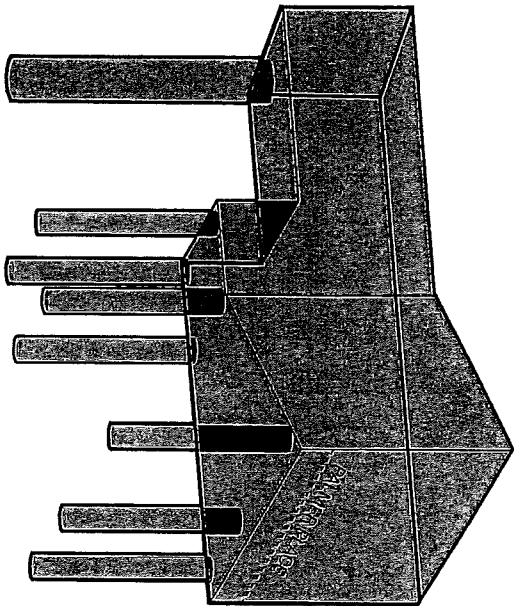
EXHIBIT SHOWING EASEMENTS FOR  
PERMANENT ACCESS AND TEMPORARY CONSTRUCTION



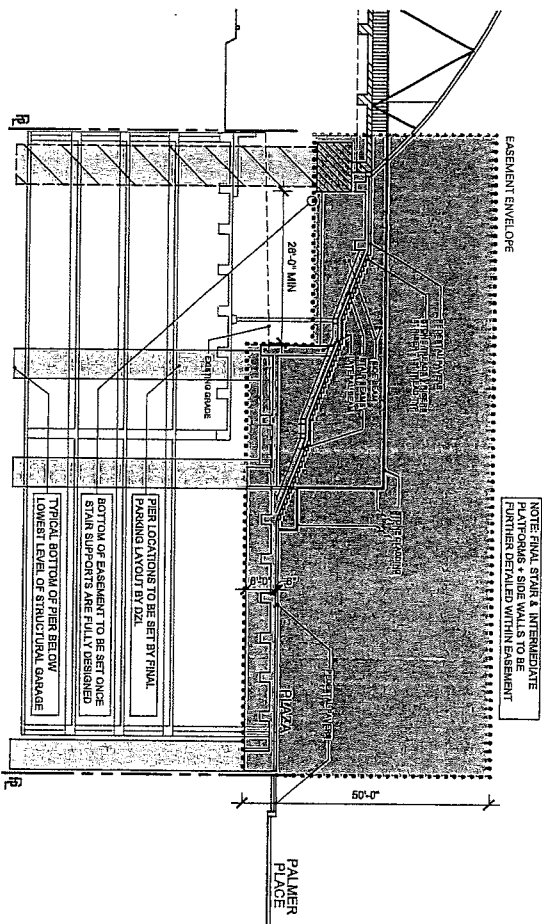


- PLAZA + STAIRCASE CONCEPTUAL FINISH NOTES - PROVIDE:
- DECORATIVE GLASS ELEVATOR FOR ACCESS TO BOTH PLAZA LEVELS FROM BRIDGE
  - DECORATIVE CLOCKS ON EITHER SIDE OF ELEVATOR TOWER
  - PREFABRICATED CAST-STONE LANDSCAPE PLANTERS
  - PAVED PAVERS W/ 2 COLOR PATTERN
  - LIGHTING TO MEET PROGRAM NEEDS AND EGRESS REQUIREMENTS
  - ADDITIONAL DECORATIVE LIGHTING
  - ADDITIONAL DECORATIVE LIGHTING
  - DECORATIVE STONE CASPISENS
  - EXPOSED STRUCTURE
  - STAINLESS STEEL RAILINGS W/ DOWNLIGHTS @ STAIR LOCATIONS
  - WATERPROOFING MEMBRANE BELOW PAVERS
  - CONNECTION OF PLAZA DRAINAGE & DRAINAGE PIPES TO CITY SANITARY
  - UTILITY ROUTE WITHIN PLAZA BEAM POCKETS
  - MECHANICAL + UTILITY ROOMS/SPACES AS NEEDED

**EXHIBIT C2**



3D DIAGRAM OF EASEMENT LOOKING NE



CROSS SECTION DIAGRAM OF EASEMENT

**BRIDGE EASEMENT DIAGRAMS**  
**AUGUST, 2016**

EXHIBIT D  
LANDPORT PROPERTY  
(INCLUDING ALTA SURVEY)

10/10/2010 10:10:10 AM

**Land Description by Survey**

Being a parcel of land lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, south of Demonbreun Street, west of 10<sup>th</sup> Avenue South, north of the CSX Transportation Railroad and being Lot 2 of the Landport At Cummins Station as recorded in Plat Book 9700, page 475, R.O.D.C.T. (Register's Office of Davidson County, Tennessee) and being more particularly described as follows:

Beginning at a "Drilled Hole" Found in the south right-of-way of Demonbreun Street (50' R.O.W.) and the north right-of-way of the CSX Transportation Railroad and being the northwest corner the herein described property;  
Thence, with the south right-of-way of Demonbreun Street, North 62 degrees 40 minutes 39 seconds East, 248.91 feet to an iron rod with OHM Advisors cap set at the base of a stone wall, a northwest corner of the Cummins Station LLC, Property as recorded in Book 10302, page 135, R.O.D.C.T., Lot 1 of the aforementioned Landport Plat;  
Thence, with the west boundary of Lot 1, South 27 degrees 01 minutes 53 seconds East, 627.40 feet to an iron rod with OHM Advisors cap set at the base of a stone wall;  
Thence, North 62 degrees 59 minutes 59 seconds East, 26.13 feet to a railroad spike found;  
Thence, with a curve to the left, said curve having a radius of 1,180.89 feet, an arc length of 319.59 feet and a chord of South 36 degrees 50 minutes 21 seconds East, 318.61 feet to an iron rod with OHM Advisors cap set in the west right-of-way of Alley 120 (unimproved) and the north right-of-way of the CSX Transportation Railroad;  
Thence, with the north right-of-way of CSX Transportation Railroad, North 51 degrees 27 minutes 42 seconds West, 635.24 feet to an iron rod with OHM Advisors cap set;  
Thence, with a curve to the right, said curve having a radius of 743.14 feet, an arc length of 316.21 feet and a chord of North 39 degrees 16 minutes 20 seconds West, 313.83 feet to a iron rod with OHM Advisors cap set;  
Thence, North 27 degrees 04 minutes 57 seconds West, 55.05 feet to the Point of Beginning.

The above described parcel contains by survey 2.92 acres (127,395 sq.ft.) more or less and is based on a survey by Jason Moseley with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, Tn 37203, with a field date of August 13, 2015.

LP



EXHIBIT E

TEMPORARY CONSTRUCTION EASEMENT

### **Temporary Construction Easement "A"**

Being a Temporary Construction Easement lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, on a portion Metro Tax Parcel 0930903200. Said easement being southeast of Cummins Station, northeast of the CSX Transportation Railroad and southwest of Palmer Place and being more particularly described as follows:

Beginning in the westerly right-of-way of Palmer Place, South 27 degrees 12 minutes 38 seconds East, 152.3 'more or less from the northeast corner of Parcel 0930903200;  
Thence, with said right-of-way, South 27 degrees 12 minutes 38 seconds East, 10.00 feet;  
Thence, South 41 degrees 17 minutes 20 seconds East, 32.84 feet;  
Thence, South 02 degrees 31 minutes 07 seconds West, 90.10 feet;  
Thence, South 47 degrees 36 minutes 15 seconds West, 31.27 feet;  
Thence, North 53 degrees 15 minutes 43 seconds West, 142.59 feet;  
Thence, North 62 degrees 42 minutes 35 seconds East, 129.49 feet to the Point of Beginning.

The above described easement contains 11,170 square feet more or less and is based on the plat of Landport at Cummins Station as recorded in Book 9700, Page 475, Registers Office of Davidson County, Tennessee. This easement was prepared by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN 37203.

### **Temporary Construction Easement "B"**

Being a Temporary Construction Easement lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, on a portion Metro Tax Parcel 09310004600. Said easement being southeast of Cummins Station, northeast of the CSX Transportation Railroad and southwest of Palmer Place and being more particularly described as follows:

Beginning in the westerly right-of-way of Palmer Place, South 82 degrees 10 minutes 11 seconds East, 26 feet more of less from the southeast corner of parcel 09310004600;  
Thence, across said parcel, South 07 degrees 48 minutes 48 seconds West, 94.01 feet;  
Thence, South 56 degrees 51 minutes 30 seconds West, 36.47 feet to the easterly right-of-way of Cannery Row;  
Thence, with said right-of-way, North 69 degrees 39 minutes 07 seconds West, 19.94 feet;  
Thence, across the Parcel 09310004600, South 46 degrees 45 minutes 13 seconds East, 218.14 feet;  
Thence, North 47 degrees 36 minutes 15 seconds East, 86.18 feet to the westerly right-of-way of Palmer Place;  
Thence, with said right of way the following four (4) calls and distances:  
1. South 41 degrees 17 minutes 20 seconds East, 21.34 feet;  
2. South 48 degrees 31 minutes 15 seconds East, 99.92 feet;  
3. South 65 degrees 30 minutes 48 seconds East, 33.80 feet;  
4. South 82 degrees 10 minutes 11 seconds East, 37.96 feet to the Point of Beginning.

The above described easement contains 21,087 square feet more or less and is based on the plat of Landport at Cummins Station as recorded in Book 9700, Page 475, Registers Office of Davidson County, Tennessee. This easement was prepared by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN 37203.

EXHIBIT F

PEDESTRIAN BRIDGE EASEMENT



**Pedestrian Bridge Easement F**

Being a ~~Temporary Construction~~ <sup>permanent</sup> Easement lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, on a portion Metro Tax Parcel 0930903200, 09310004600 and 09309033100. Said easement being southeast of Cummins Station, northeast of the CSX Transportation Railroad and southwest of Palmer Place and being more particularly described as follows:

Beginning in the east right-of-way of the CSX Transportation Railroad, South 43 degrees 31 minutes 24 seconds East, 4.29 feet from the south corner Parcel 09309033100;  
Thence, with said right-of-way, North 43 degrees 31 minutes 24 seconds West, 4.29 feet;  
Thence, North 51 degrees 27 minutes 42 seconds West, 38.19 feet;  
Thence, leaving said right-of-way and across Parcels 09309033100, 09309032000 and 09310004600, North 47 degrees 36 minutes 15 seconds East, 13.16 feet;  
Thence, South 51 degrees 27 minutes 42 seconds East, 42.53 feet;  
Thence, South 47 degrees 36 minutes 15 seconds West, 13.76 feet to the Point of Beginning.

The above described easement contains 554 square feet more or less and is based on the plat of Landport at Cummins Station as recorded in Book 9700, Page 475, Registers Office of Davidson County, Tennessee. This easement was prepared by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN 37203.

EXHIBIT G

PLAZA EASEMENT

### **Permanent Plaza Easement Area "E"**

Being a Permanent Plaza Easement lying in the 19<sup>th</sup> Council District of Metropolitan Nashville, Davidson County, Tennessee, on a portion Metro Tax Parcel 0930903200, 09310004600. Said easement being southeast of Cummins Station, northeast of the CSX Transportation Railroad and southwest of Palmer Place and being more particularly described as follows:

Beginning in the west right-of way of Palmer Place, South 41 degrees 17 minutes 20 seconds East 34.3 feet more or less from the northeast corner of Parcel 09310004600;  
Thence, across said Parcel; South 47 degrees 36 minutes 15 seconds West, 112.51 feet;  
Thence, South 51 degrees 27 minutes 42 seconds East, 42.53 feet;  
Thence, North 47 degrees 36 minutes 15 seconds East, 57.60 feet;  
Thence, North 02 degrees 31 minutes 07 seconds East, 90.10 feet to the west right-of-way of Palmer Place;  
Thence, with said right-of-way, South 41 degrees 17 minutes 20 seconds East, 105.82 feet to the Point of Beginning.

The above described easement contains 6,872 square feet more or less and is based on the plat of Landport at Cummins Station as recorded in Book 9700, Page 475, Registers Office of Davidson County, Tennessee. This easement was prepared by Jason Moseley, TN RLS 2644, with OHM Advisors, 209 10<sup>th</sup> Avenue South, Suite 116, Nashville, TN 37203.