

Map and Parcel Number:
Map 93-14
Parcel 459
709 5th Ave S
Project Tract 15

FILED

2015 NOV 25 PM 3: 31

Right-of-Way Acquisition

An area of variable width lying northwest of and adjacent to Ash Street, southwest of and adjacent to 5th Avenue South, and northeast of and adjacent to an alley, containing an area of 8,857 square feet or 0.203 Acres, more or less as shown on the attached "Right-Of-Way Exhibit" to which reference is hereby made for a more complete description.

RICHARD R. ROOPER, CLERK

D.C.

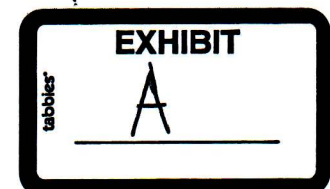
Slope Easement

An variable width easement lying northwest of and adjacent to the above described Right-of-Way Acquisition and containing an area of 341 square feet, more or less as shown on the attached "Right-Of-Way Exhibit" to which reference is hereby made for a more complete description.

Temporary Construction Easement

An easement of variable width lying northwest of and adjacent to the above described Right-of-Way Acquisition and Slope Easement as shown on the attached "Right-Of-Way Exhibit" to which reference is hereby made for a more complete description. Said Temporary Easement contains an area of 1925 square feet, more or less and shall terminate after completion of construction.

The above described right-of-way acquisition and easements being a portion of the same property conveyed to Greyhound Line, Inc. by deed of record in Instrument Number 20100806 0062147, in the Registers Office for Davidson County, Tennessee.



NOTE:
SEE METRO PUBLIC WORKS
PROJECT NO. 2013-R-12A
FOR ADDITIONAL INFORMATION

15

Parcel ID: 09314045900
709 5TH AVE S
GREYHOUND LINES INC & GLI ACQUISITION CO. D.O.
INST. #20100806 0062147

SLOPE EASEMENT
AREA=341 SQ. FT.

S 53° 33' 24" W S 62° 13' 31" W
38.46' 33.02' 7.92'

**TEMPORARY CONSTRUCTION
EASEMENT**
AREA=1925 SQ. FT.

126.05'

N 62° 25' 46" E 208.86'

**RIGHT-OF-WAY
ACQUISITION AREA**
=8857 S.F. OR 0.203 ACRES

S 62° 24' 27" W
193.89'

ASH STREET

S 27° 27' 20" E
27.65'

R=15.00'
L=23.53'
CHD=S 17° 28' 34" W
21.19'

ALLEY
N 27° 27' 20" W 10.6'
53.30'



25 LINDSLEY AVENUE
NASHVILLE, TENNESSEE 37210
(615) 425-2000

NOTE:
A BOUNDARY SURVEY WAS NOT PERFORMED BY CIVIC, INC. FOR THE
PURPOSE OF THIS EXHIBIT. THIS EXHIBIT WAS DONE UNDER THE
AUTHORITY OF T.C.A. 62-18-126 AND THIS EXHIBIT IS NOT A GENERAL
PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

RIGHT-OF-WAY EXHIBIT
DIVISION ST. EXTENSION - FROM 8TH AVE. S
TO APPROXIMATELY 350' EAST OF LAFAYETTE ST.

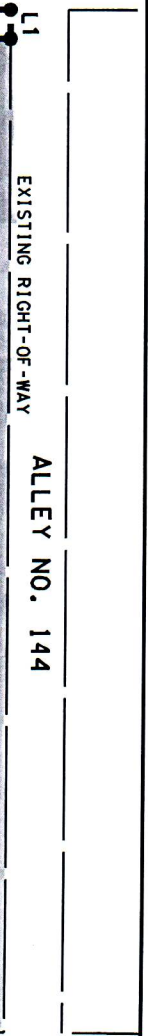
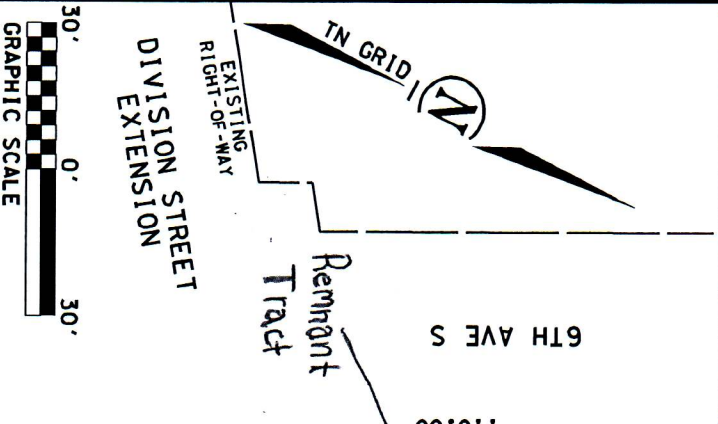
SCALE: 1"=30' DATE: 02-26-14 PROJECT TRACT 15

METROPOLITAN GOVERNMENT
OF NASHVILLE & DAVIDSON COUNTY, TENNESSEE



PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

LINE	BEARING	DISTANCE
L1	S 62°24'27" E	5.78'
L2	S 39°55'31" E	10.59'
L3	N 52°57'58" E	12.66'
L4	S 27°26'06" E	9.13'



Parcel ID: 09314045500
 518 ASH ST
 METRO GOV'T
 INST. #20141211 0113642
 REMAINING AREA=14,787± SQ. FT.

CHD BRG=N 57° 41' 52" E L=101.41'
 CHD DIST.=101.29'
 R=613.96'
 L=101.41'

AREA = 8,313± SQ. FT.
 OR 0.19± AC.

DIVISION STREET RIGHT-OF-WAY
 DIVISION STREET EXTENSION

6TH AVE S
 REMNANT TRACT

ALLEY NO. 144
 ALLEY NO. 71

EXISTING RIGHT-OF-WAY

TN GRID

GRAPHIC SCALE 0' 30'

CIVIC
 EXPERIENCE TECHNOLOGY PROGRESS
 25 LINDSEY AVENUE
 NASHVILLE, TENNESSEE 37210
 (615) 425-2000

NOTE:
 A BOUNDARY SURVEY WAS NOT PERFORMED BY CIVIC, INC. FOR THE PURPOSE OF THIS EXHIBIT. THIS EXHIBIT WAS DONE UNDER THE AUTHORITY OF T.C.A. 62-18-126 AND THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

NOTE:
 SEE METRO PUBLIC WORKS PROJECT NO. 2013-R-12A FOR ADDITIONAL INFORMATION

RIGHT-OF-WAY EXHIBIT "A"
 DIVISION ST. EXTENSION - FROM 8TH AVE. S
 TO APPROXIMATELY 350' EAST OF LAFAYETTE ST.

SCALE: 1"=30' DATE: 07-30-15 PROJECT TRACT 14

METROPOLITAN GOVERNMENT
 OF NASHVILLE & DAVIDSON COUNTY, TENNESSEE

PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

EXHIBIT
 B

Map and Parcel Number:

Map 93-14

Parcel 455

518 Ash Street

Project: Division Street Extension – From 8th Ave. S to approximately 350' east of Lafayette St. (Tract 14)

Legal Description

(Division Street Right-of-Way to be excluded from previous record deed description)

Beginning at the southeast corner of the subject parcel of which the herein described parcel is a part;

Thence S 62°24'27" W a distance of 210.24';

Thence N 27°26'06" W a distance of 110.00';

Thence N 62°24'27" E a distance of 5.78' to a point in the southeasterly right-of-way of Alley Number 144;

Thence leaving said right-of-way and crossing the subject parcel for the next seven (7) calls to points as follows:

S 27°23'48" E a distance of 66.83';

S 39°55'31" E a distance of 10.59';

N 52°57'58" E a distance of 12.66';

S 27°26'06" E a distance of 9.13';

N 52°57'58" E a distance of 52.58';

Along a 613.96' curve to the right for an arc length of 101.41' and having a chord bearing of N 57°41'52" E, with a chord length of 101.29';

N 62°25'46" E a distance of 36.95' to a point in the southwesterly right-of-way of Alley Number 71;

Thence leaving said right-of-way S 27°27'20" E a distance of 42.70' to the point of beginning containing an area of 8,313 square feet or 0.19 acres, more or less as shown on the attached Right-of-Way Exhibit "A" to which reference is hereby made for a more complete description.

Being part of the same property conveyed to The Metropolitan Government of Nashville and Davidson County, Tennessee of record as Instrument Number 20141211-0113642 in the Registers Office of Davidson County, Tennessee.

at

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wh

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2016 (the “**Effective Date**”), by and between **The Metropolitan Government of Nashville and Davidson County, Tennessee** (hereinafter referred to as “**Licensor**”), and _____ (hereinafter referred to as “**Licensee**”).

1. License. On the terms and conditions set forth below, Licensor hereby grants Licensee the right to use the land located in Nashville, Davidson County, Tennessee described on Exhibit “A.” Such land shall hereinafter be referred to as the “**Lot**.” Licensee may use the Lot only for the “**Permitted Use**” (as defined below).

2. Term. This Agreement shall be in effect for the period beginning _____, 2016, (the “**Commencement Date**”) and continuing month to month thereafter until either party gives ten (10) days written notice of its intent to terminate this Agreement (the “**Term**”). Upon Metro’s conveyance of the Lot to Licensee or any other party in fee simple, this agreement shall automatically terminate.

3. License Fee. In consideration for Licensee’s indemnity of Licensor as set forth in Section 7, Licensee shall not be obligated to pay a fee for its Permitted Use of the Lot herein during the Term.

4. Compliance with Laws. In its use and occupancy of the Lot, Licensee shall comply with all applicable laws and other governmental rules, regulations and orders, and with such reasonable rules and regulations that Licensor may adopt from time to time for the Lot.

5. Personal Injury or Personal Property. Licensor assumes no responsibility for any personal injury to any person located on the Lot, or damage to or theft of any personal property or other valuables brought onto or left on the Lot by Licensee, its agents, employees or invitees, all of which shall be at Licensee’s sole risk.

6. Use. The Lot shall be used (the “**Permitted Use**”) only for _____ . Licensee shall not use the Lot for _____.

7. Risk and Indemnification. Licensee as a material part of the consideration to Licensor, hereby assumes all risk of damage to property or injury to persons in or on the Lot from any cause other than Licensor’s negligence or intentional misconduct, and Licensee hereby waives all claims in respect thereof against Licensor. Licensee shall indemnify and hold harmless Licensor against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation reasonable attorneys’ fees and costs of litigation), resulting from or incurred by Licensor on account of any of the foregoing (i) arising from the use of the Lot by Licensee, its agents, employees and invitees, from the conduct of the Permitted Use or from any other activity permitted or suffered by Licensee on the Lot, (ii) arising from the injury or death to any person in connection with or as



a result of Licensee's use of the Lot or any activity permitted or suffered by Licensee on the Lot, or (iii) arising from any breach by Licensee of this Agreement.

8. Environmental Matters. Licensee shall not cause or permit the release or disposal of "**Hazardous Substance**," or other toxic material or medical waste on, in or under the Lot. "**Hazardous Substances**" as such term is used in this Agreement means any hazardous, toxic, nuclear, or radioactive substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act.

9. Default. If Licensee defaults in the prompt or full performance of any provision of this Agreement, then in any such event, Licensor shall have the right to terminate this Agreement and deny Licensee access to the Lot by any lawful means. Licensor shall also have the right to remove, at Licensee's expense, any and all of Licensee's vehicles from the Lot in the event Licensee defaults. In the event of such termination by Licensor, all of Licensee's rights and privileges hereunder shall terminate and Licensor shall have no further obligation to Licensee under this Agreement. Licensor shall also have such other rights and remedies available at law or in equity.

10. Assignment or Transfer. The license granted by Licensor to Licensee may not be assigned or transferred by Licensee.

11. End of Term. At the termination or expiration of the term of this Agreement, Licensee shall surrender to Licensor the Lot in a neat and orderly condition. If the Lot is not surrendered at the termination or expiration of the Term, Licensor shall be entitled to damages in the amount of \$ 2,000.00 per day. Such damages are not quantified or intended to be a penalty to Licensee, but a reasonable calculation for the injury suffered by Licensor and costs and expenses as a result of such action by Licensee.

12. Acceptance of Lot. Licensee has inspected the Lot, accepts the Lot in its "as-is" condition and acknowledges that the Lot is in satisfactory condition. Licensee acknowledges that neither Licensor nor any agent or employee of Licensor has made any representation or warranty as to the condition of the Lot or the suitability of the Lot for Licensee's intended use.

13. Notice. All notices and any other communications permitted or required under this Agreement must be in writing and will be effective (i) immediately upon delivery in person or by facsimile, provided delivery is made during business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient, or (ii) twenty four (24) hours after deposit with a commercial courier or delivery service for overnight delivery, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient, or (iii) three days after deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed and delivered to the parties at the

addresses set forth below, or at such other addresses as either party may subsequently designate by written notice given in the manner provided in this Section:

Licensor: The Metropolitan Government of Nashville and Davidson County, Tennessee

Attn: _____

With a copy to: _____

Attn: _____

Licensee: _____

Attn: _____

With a copy to: _____

Attn: _____

14. Miscellaneous. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties. No waiver by Licensor or Licensee of any breach or default of any term, agreement, covenant or condition of this Agreement shall be deemed to be a waiver of any other term, agreement, covenant or condition hereof or of any subsequent breach by Licensor or Licensee of the same or any other term, agreement, covenant or condition. Licensor's consent to or approval of any act by Licensee requiring Licensor's consent or approval shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act of Licensee, whether or not similar to the act so consented to or approved. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Tennessee. Any and all disputes regarding this Agreement shall be adjudicated in Tennessee State Courts in Davidson County, Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

LICENSEE:

By: _____
Name: _____
Title: _____

LICENSOR:

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY, TENNESSEE**

By: _____
Name: _____
Title: _____

EXHIBIT A
PROPERTY DESCRIPTION