



OPTION AGREEMENT

This Agreement, made and entered into as of the 28 day of April, 2006 (the Effective Date"), by and between NASHVILLE WEST SHOPPING CENTER, LLC, with offices at 3841 Green Hills Village Drive, Suite 400, Nashville, TN 37215 ("Optionor") and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, with offices at 222 3RD Avenue North, Ste 701, Nashville, TN, 37201 ("Optionee");

WHEREAS, Optionor is developing a commercial PUD known as Nashville West Shopping Center ("Nashville West") on Charlotte Pike, Davidson County, Tennessee; and

WHEREAS, Optionee owns certain land contiguous to a portion of Nashville West that is currently utilized as a park and a police precinct (the "Metro Property"); and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Optionee to Optionor, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Optionor and Optionee agree as follows:

- Grant of Option:** Optionor hereby grants to Optionee the exclusive right and option to purchase all or any part of the approximate 2.06 acres of land now owned by the Optionor and known as Lot 5, Final Plat of Nashville West Shopping Center Phase I (unrecorded), in the City of Nashville, County of Davidson, State of Tennessee, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), and graphically depicted on Exhibit "B" attached hereto.
- Term of Option:** The term of this option shall commence April 28, 2006, and shall expire at 5:00 P.M. CST on May 1, 2008, (the "Option Period") and shall be utilized by Optionee to evaluate the suitability of the Property for Optionee's intended use. All expenses for any such evaluations and/or investigations shall be paid by Optionee.
- Purchase Price:** In further consideration of this agreement, the parties agree that the purchase price ("Purchase Price") for the Property, or such portion (the "Designated Portion") of the Property as Optionee shall designate in the notice of exercise contemplated in the paragraph of this Agreement entitled "Exercise of Option: Closing," shall be Optionor's documented cost of acquisition ("Acquisition Cost"), not to exceed fair market value, of the Designated Portion. The Acquisition Cost shall be determined by a qualified independent appraiser selected by Optionee, subject to Optionor's approval as to qualifications, which approval shall not be unreasonably withheld. Promptly upon request, Optionor shall provide such materials and documentation to the selected appraiser as such person shall reasonably require to determine the Acquisition Cost. The materials and documentation provided to the appraiser shall be returned to the Optionor at the conclusion of the appraiser's work and shall in no event be provided to Optionee.
- Title Commitment and Policy.** The Optionee will order and pay for any title commitment and title policy.



5. **Exercise of Option: Closing.** Exercise of the Option herein granted shall be by written notice thereof from Optionee to Optionor, mailed via U.S. registered or certified mail, or hand-delivered to the above address of the Optionor, which notice shall be received on or before the expiration of the Option Period. In said notice, Optionee shall specify the Designated Portion by metes and bounds description. Closing of the sale of the Designated Portion shall take place in the office of Optionor or such other location as mutually agreed by the parties within thirty (30) days after the receipt of the notice of exercise from the Optionee. At the closing, the Optionor shall deliver to the Optionee an Owner's Affidavit in the form reasonably required by the Title Company and/or the Optionee, a closing statement and a properly executed and valid special warranty deed to the Designate Portion conveying title free and clear of all liens and encumbrances except: (1) Existing easements and rights of way, matters of record, inspection and survey as of the Exercise Date and (2) real property taxes not delinquent. Property taxes and other items customarily pro-rated in transactions of this nature shall be pro-rated between the parties as of the closing date.

6. **Default.** In the event the Optionee fails to exercise the Option, or fails to close the purchase of the Designated Portion, or in the event of any breach hereunder by Optionee, any and all sums previously paid hereunder shall be forfeited as liquidated damages, and not as a penalty, as Optionor's sole and exclusive remedy against the Optionee. The parties have selected these liquidated damages in consideration of the difficulty in assessing damages and the expenses of litigation.

7. **Rights of Optionee:** After the Effective Date of the Option, the Optionee shall have the right to go upon the Property for the purpose of making engineering studies, surveys, test borings, and similar investigations. Optionee shall bear its own costs associated with such studies, tests, borings and investigations. Not more than 30 days after this Option has been fully executed, Optionor shall provide to Optionee, at no cost, copies of all reports, studies, investigations, assessments and like documents relating to the environmental condition or characteristics of the Designated Portion.

8. **Construction by Optionor.** During the time this Option is in effect, Optionor may, at Optionor's discretion, make site improvements to the Property during the Option Period, consistent with its approved plans and permits. Such improvements shall be limited to the following: grading, drainage, retaining walls and/or bridge abutments, stream remediation, entry feature and roadside decorative stone walls, entry feature signage, and public improvements in the nature of sidewalks, traffic lights and controls, required street frontage and landscaping. Entry feature, entry feature signage, public improvements, and decorative stone walls will not be removed, even if Optionee closes. Other improvements, including the location of any signage on the Property other than described above, and placement of any permanent utilities, shall be made only with Optionee's express written permission, which will not be unreasonably withheld. Any fill material placed within the Designated Portion shall be installed pursuant to the recommendations of Optionor's geotechnical engineer for the project, and monitored accordingly. Optionor will provide test reports for such fill upon completion.

9. **No Representations or Warranties; As Is Purchase.** The Optionor makes no representations or warranties (express or implied) with regard to the Property, except the special warranty which will be in the deed to the Optionor. The Designated Portion shall be purchased "as-is, where-is" without any representation or warranty as to its condition or fitness for any purpose or use. This provision shall be contained in the deed to the Optionee.

10. **Agents:** The parties agree that neither has contracted with any real estate broker, finder or similar person in connection with the transaction contemplated hereby.

11. **Formalities and Recording:** The parties agree that all formalities associated with execution of this Agreement are waived. The parties further agree that a copy of this Agreement may be recorded.

12. **Covenants of Optionor:** The Optionor is not a foreign person, corporation, partnership, estate or trust or otherwise subject to any withholding requirements pursuant to the Internal Revenue Code.

13. **Optionee's Acceptance as of the Effective Date:** The Optionor has executed this Option Agreement as of the Effective Date. **The Optionee shall have accepted this offer from the Optionor on or before the Effective Date, or this Offer by the Optionor shall become null and void.**

14. **No Assignment:** This Option and the rights hereunder and subsequent use of the Designated Portion if Optionee closes, is personal to Optionee, and shall not be transferred or assigned to any other party.

15. **Nashville West Construction and Easements on Metro Property:** As partial consideration for this Option, Optionee agrees and covenants to allow Optionor access to the Metro Property for the purpose of commencement of construction of the improvements contemplated under Optionor's approved PUD plans and approvals for Nashville West on the Metro Property. Such access shall be allowed effective April 28, 2006, and continue in an uninterrupted manner. Optionee further covenants and agrees that it will diligently prosecute the approval of all required recordable easements necessary for the improvements contemplated under Optionor's approved PUD plans and approvals for Nashville West on the Metro Property and use its best efforts to deliver such fully approved recordable easements no later than June 30, 2006.

16. **Miscellaneous:** No modification or change in this Agreement shall be valid or binding upon the parties unless in writing, and properly executed by both parties. The provisions herein shall bind and inure to the benefit of the parties, their heirs, administrators, executors, successors and assigns. The persons who are signing on behalf of each of the parties represent and warrant to the other, that they have the authority to bind their respective party. *Time is of the essence of each and every term, covenant and provision hereof.* Failure to give the required notices shall cause this Option to lapse and be of no further effect. Any action to enforce this Agreement shall be brought exclusively in the Chancery or Circuit Courts of Davidson County, Tennessee, and Tennessee law shall govern. Further, any action brought on account of Optionor's failure to close

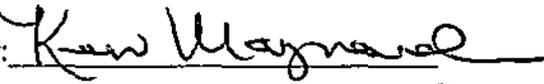
the sale of the Designated Portion shall be brought within 120 days after delivery of the notice of exercise contemplated in the paragraph of this Agreement entitled "Exercise of Option: Closing."

[HERE ENDS THE TEXT OF THIS DOCUMENT; SIGNATURES APPEAR ON THE FOLLOWING PAGE]

In witness whereof, the parties have set their signatures below, as of the Effective Date hereof.

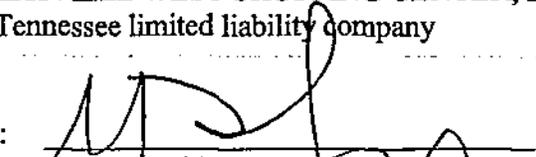
OPTIONEE:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: 
Its: Director of Public Property

OPTIONOR:

NASHVILLE WEST SHOPPING CENTER, LLC,
A Tennessee limited liability company

By: 
Mark McDonald, Co-Chief Manager

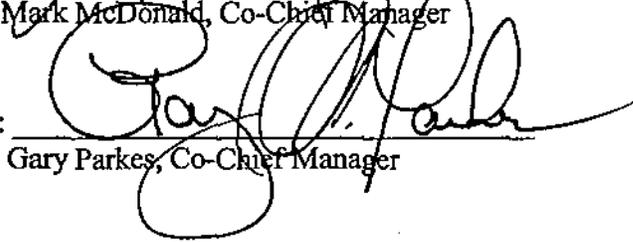
By: 
Gary Parkes, Co-Chief Manager

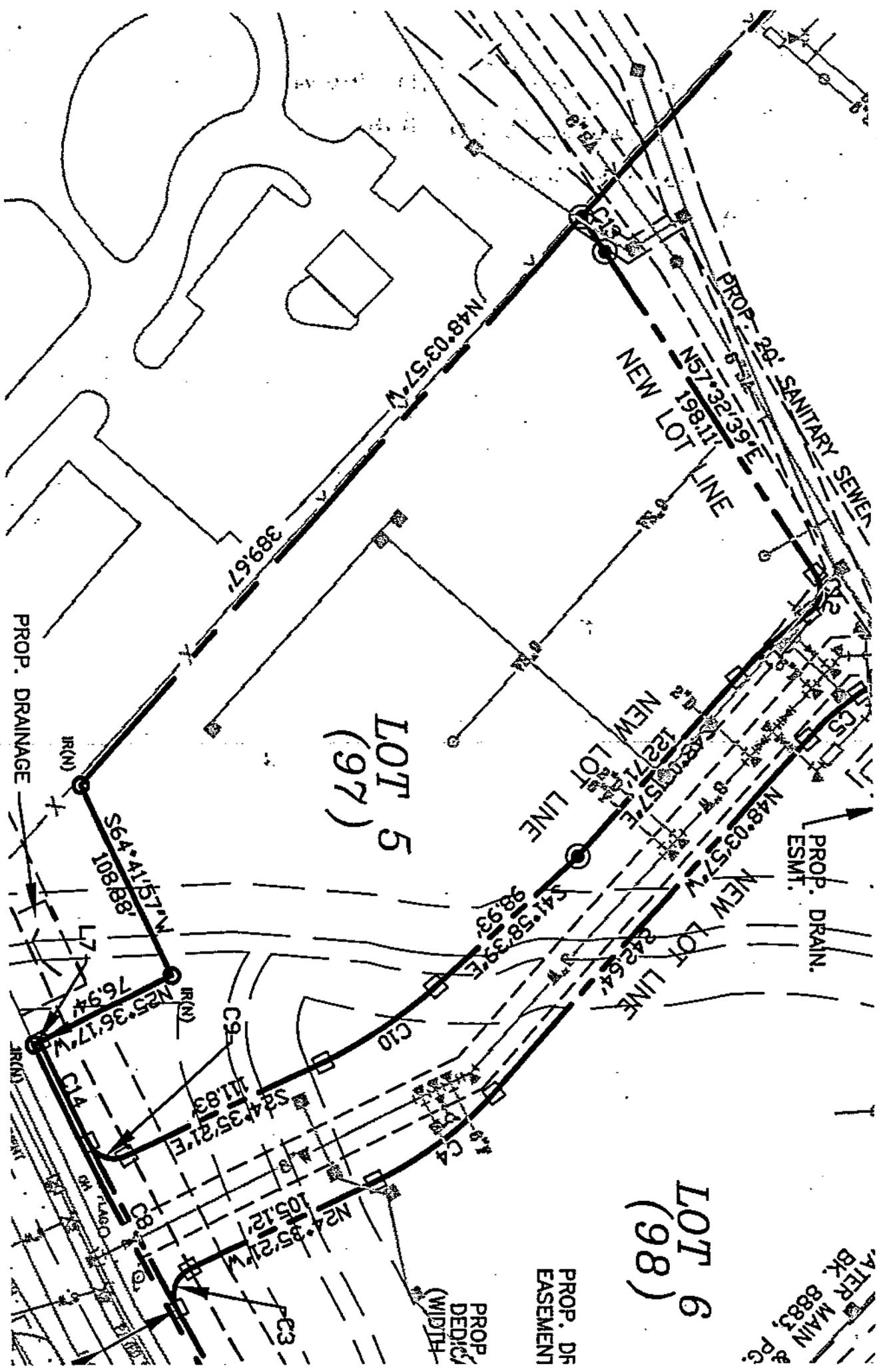
Exhibit A – Legal Description

Being proposed Lot 5 of Nashville West Shopping Center, Phase 1, not recorded, lying in the 20th Council District of Nashville, Davidson County, Tennessee. Bounded on the south by the proposed northern Right of Way (ROW) of Charlotte Pike (U.S. Highway 70 North); bounded on the west by Metro Government Parks Board, as recorded in Deed Book 7478, Page 186, Registers Office of Davidson County; and bounded on the north and east by proposed Lot 2 of said Nashville West Shopping Center, Phase 1. Tract being described as follows:

POINT OF BEGINNING being a set point lying on said proposed northern ROW of Charlotte Pike and being N72°34'22"W 63.82' from the centerline intersection of said Charlotte Pike and Brook Hollow Road; thence along said proposed ROW of Charlotte Pike on a curve to the right having a length of 58.10', a radius of 2821.50', an interior angle of 1°10'47" and having a chord bearing and distance of N63°42'47"E 58.10' to a set point; thence leaving said proposed ROW of Charlotte Pike with the following: N25°36'17"W 76.94' to a set point; thence S64°41'57"W 108.88' to a set point; thence N48°03'57"W 389.67' to a set point; thence on a curve to the right having a length of 21.52', a radius of 840.00', an interior angle of 1°28'05" and having a chord bearing and distance of N56°48'37"E 21.52' to a set point; thence N57°32'39"E 198.11' to a set point; thence on a curve to the right having a length of 22.24', a radius of 15.00', an interior angle of 84°57'11" and having a chord bearing and distance of S79°58'45"E 20.26' to a set point; thence on a curve to the left having a length of 49.60', a radius of 235.29', an interior angle of 12°04'39" and having a chord bearing and distance of S41°54'01"E 49.51' to a set point; thence S48°03'57"E 122.71' to a set point; thence S41°58'39"E 98.93' to a set point; thence on a curve to the right having a length of 70.12', a radius of 231.05', an interior angle of 17°23'18" and having a chord bearing and distance of S33°17'00"E 69.85' to a set point; thence S24°35'21"E 111.83' to a set point; thence on a curve to the right having a length of 22.96', a radius of 15.00', an interior angle of 87°42'44" and having a chord bearing and distance of S19°16'01"W 20.79' to the point of beginning.

Containing 89,628 square feet or 2.06 acres.

Exhibit B – Property Graphic



LOT 5
(97)

LOT 6
(98)

PROP. DRAINAGE

PROP. 20' SANITARY SEWER

PROP. DRAIN.
ESMT.

PROP. DR
EASEMENT

AFTER MAIN
BK. 8883,
P.G.

IR(N)
S64°41'57"N
108.88'
76.94'
N25°36'17"W
C11
C10
C9
C8
C7
C6
C5
C4
C3

S84°35'21"E
111.83'
N24°35'21"W
105.12'

PROP.
DEDIC.
(WIDTH)

S41°58'39"E
98.93'
S42°54'

NEW LOT LINE
N57°32'39"E
198.11'

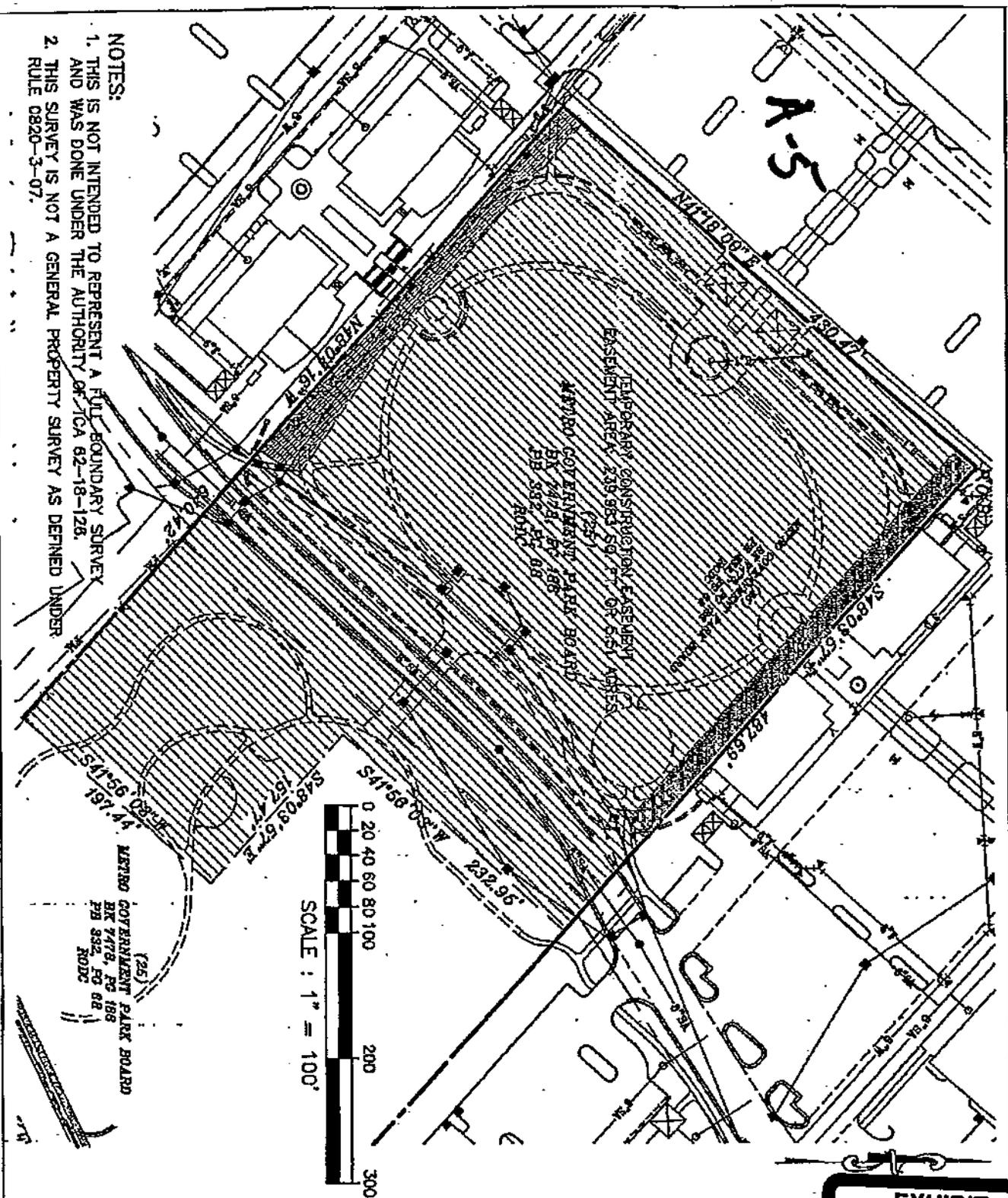
NEW LOT LINE
N22°21'17"E
122.71'

NEW LOT LINE
N48°03'57"W
242.64'

389.67'
N48°03'57"W

A-3

- NOTES:
1. THIS IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-128.
 2. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.



METRO GOVERNMENT PARK BOARD
(255)
BK 7479, PG 188
PB 532, PG 82
RODC

SCALE : 1" = 100'

DATE	BY	REVISIONS
0-00-00	23187	

TEMPORARY
CONSTRUCTION
EASEMENT
EXHIBIT

NEWTON
OLDAGE
MCDONALD
3811 GREEN HILLS
VILLAGE DR
NASHVILLE TN
37215

NOM/ CHARLOTTE PIKE
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

THIS PLAN IS A PRELIMINARY SURVEY AND IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THE ONE SPECIFICALLY STATED HEREON. THE SURVEYOR'S OFFICE SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

EXHIBIT
3



Proposed Construction Easement

Being a proposed Construction Easement running on, over and across the lands of Metro Government Park Board (Map 102, Parcel 25) as recorded in Book 7478, Page 186 Registers Office Davidson County (RODC). Said proposed easement lying in the central portion of Davidson County, being in the 20th Councilmanic District of Nashville, Tennessee. Bounded on the south by the remainder of parcel of 25, on the north, east and west by Nashville West Shopping Center, LLC as recorded in Instrument #200401300011507 RODC. Proposed Easement being described as follows:

POINT OF BEGINNING being the northeast corner of parcel 25, said point being the northeast corner of the easement being described; thence South $48^{\circ}03'57''$ East 487.69 feet to a point; thence South $41^{\circ}56'03''$ West 232.95 feet to a point; thence South $48^{\circ}03'57''$ East 157.47 feet to a point; thence South $41^{\circ}56'03''$ West 197.44 feet to a point; thence North $48^{\circ}04'16''$ West 640.42 feet to a point; thence North $41^{\circ}18'09''$ East 430.47 feet to the point of beginning.

Containing 239,983 square feet or 5.51 acres.

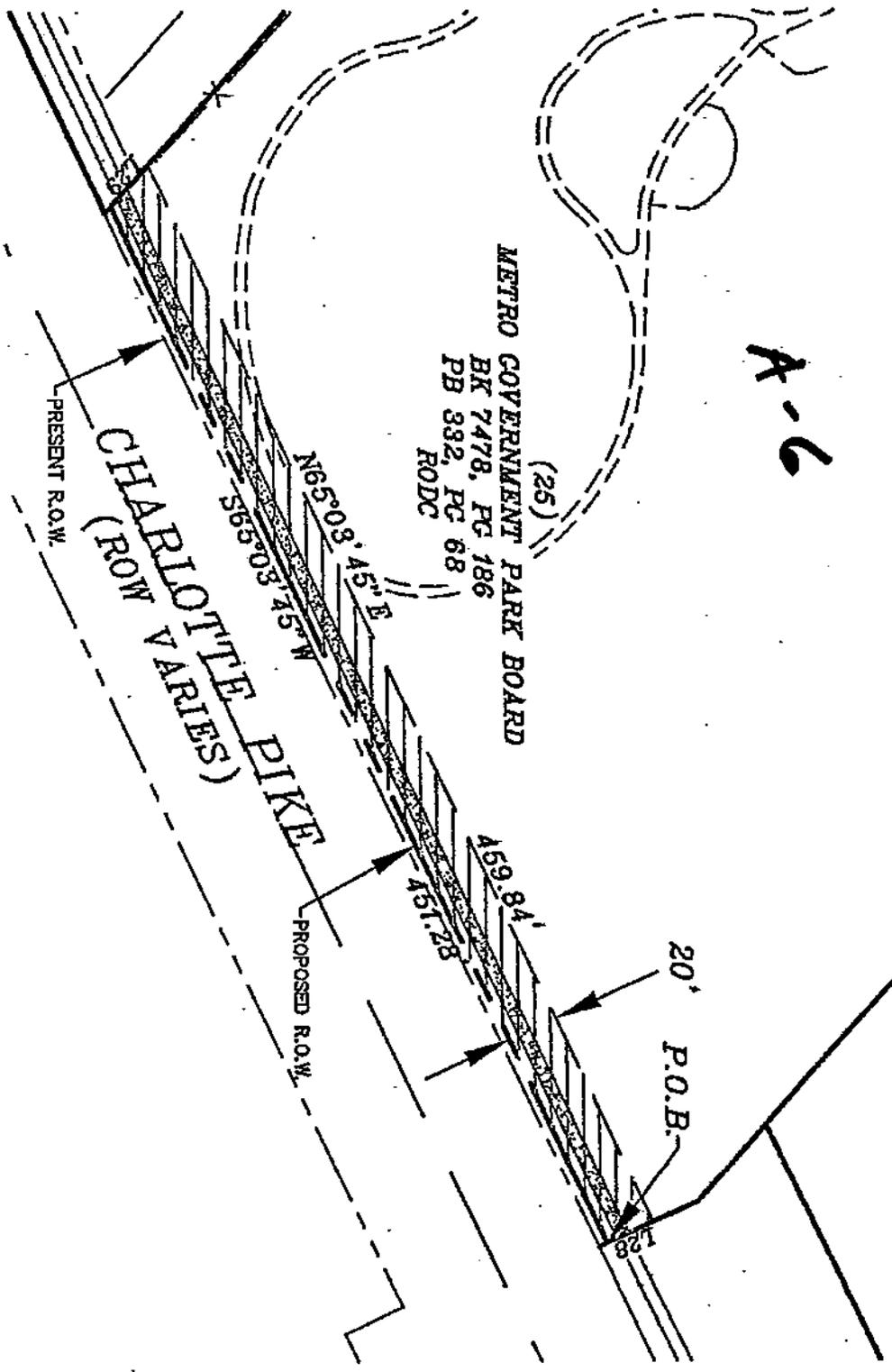
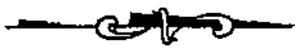
ESSENT A FULL BOUNDARY SURVEY
 PRIORITY OF TCA 82-18-125.

PROPERTY SURVEY AS DEFINED UNDER

NO	45279E
DATE	8/04/16

20' CONSTRUCTION EASEMENT
 EASEMENT AREA: 9,111 SQ. FT. OR 0.21 ACRES

A-6



AS L I N E

EXHIBIT

5

ASPECTOR

NOW/ CHARLOTTE PIKE
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE

NEWTON
 OULDAIRE
 MCDONALD
 SHIRLEY GREEN HALLS
 WALTER DICK
 MARYWILE IN
 STAZIS

20'	
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT	
DATE	REVISIONS
4-20-18	23107



Proposed 20' Temporary Construction Easement

Being a proposed 20' NES Easement running on, over and across the lands of Metro Government Park Board (Map 102, Parcel 25) as recorded in Book 7478, Page 186 Registers Office Davidson County (RODC). Said proposed easement lying in the central portion of Davidson County, being in the 20th Councilmanic District of Nashville, Tennessee. Bounded on the north by the remainder of parcel of 25, on the east and west by Nashville West Shopping Center, LLC as recorded in Instrument #200401300011507 RODC, and on the south by Right-of-Way (ROW) of Charlotte Pike (ROW varies). Proposed Easement being described as follows:

POINT OF COMMENCEMENT being the southeast corner of parcel 25, said point lying on the existing northerly ROW margin of Charlotte Pike; thence with the eastern boundary of said parcel 25 N $24^{\circ}36'37''$ W 3.46 feet to the true and actual POINT OF BEGINNING. Begin on said proposed ROW South $65^{\circ}03'45''$ West 451.28 feet to a point at the western boundary of parcel 25; thence leaving said proposed ROW margin North $48^{\circ}04'16''$ west 21.75 feet to a point; thence North $65^{\circ}03'45''$ East 459.84 feet to a point on said eastern boundary of parcel 25; thence South $24^{\circ}52'19''$ East 20.00 feet to the point of beginning.

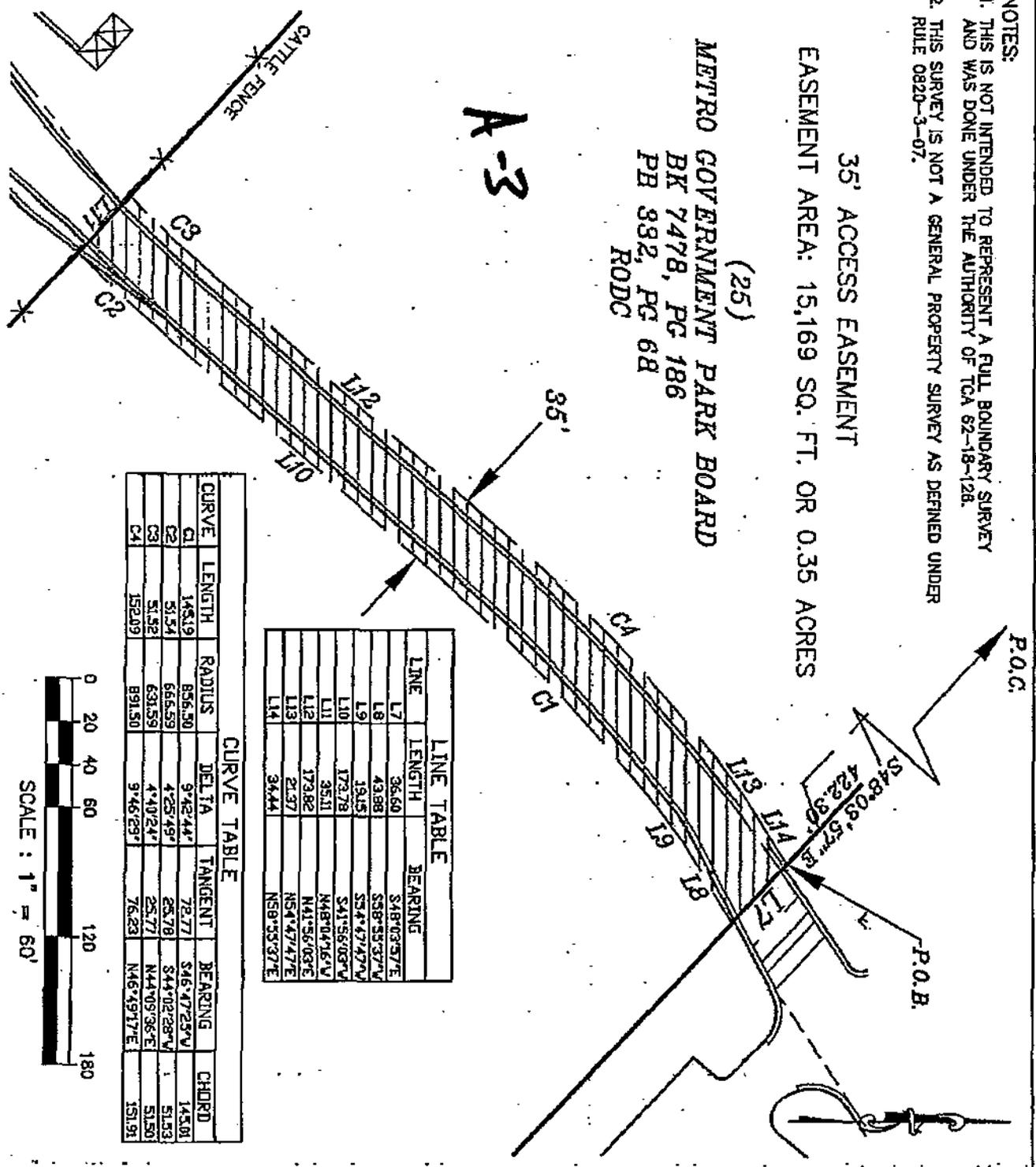
Containing 9,111 square feet or 0.21 acres.

- NOTES:
1. THIS IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-128.
 2. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

35' ACCESS EASEMENT
 EASEMENT AREA: 15,169 SQ. FT. OR 0.35 ACRES

(25)
 METRO GOVERNMENT PARK BOARD
 BK 7478, PG 186
 PB 382, PG 68
 RODC

A-3



LINE	LENGTH	BEARING
L7	36.60	S48°03'37"E
L8	43.88	S88°53'37"W
L9	19.05	S54°47'47"W
L10	173.78	S41°56'03"W
L11	35.11	N48°04'16"W
L12	173.82	N41°56'03"E
L13	21.37	N54°47'47"E
L14	34.44	N89°53'37"E

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	145.19	856.50	9°42'44"	78.77	S46°47'23"W	14.50
C2	51.54	666.59	4°25'49"	28.78	S44°02'28"W	51.53
C3	51.52	631.59	4°40'24"	25.77	N44°09'06"E	51.50
C4	152.09	891.50	9°46'29"	76.23	N46°49'17"E	151.91



LITTLEFIELD ENGINEERS
 Assoc: [Signature]
EXHIBIT
5

NOM/ CHARLOTTE PIKE
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE

NEWTON
 OLDADORE
 MCCONNALL
 3411 GREEN HILLS
 NASHVILLE, TN
 37215

35' ACCESS EASEMENT EXHIBIT
 4-20-05 2/11/07



Proposed 35' Access Easement

Being a proposed 35' Access Easement running on, over and across the lands of Metro Government Park Board (Map 102, Parcel 25) as recorded in Book 7478, Page 186 Registers Office Davidson County (RODC). Said proposed easement lying in the central portion of Davidson County, being in the 20th Councilmanic District of Nashville, Tennessee. Bounded on the north and south by the remainder of parcel of 25, on the east and west by Nashville West Shopping Center, LLC as recorded in Instrument #200401300011507 RODC. Proposed Easement being described as follows:

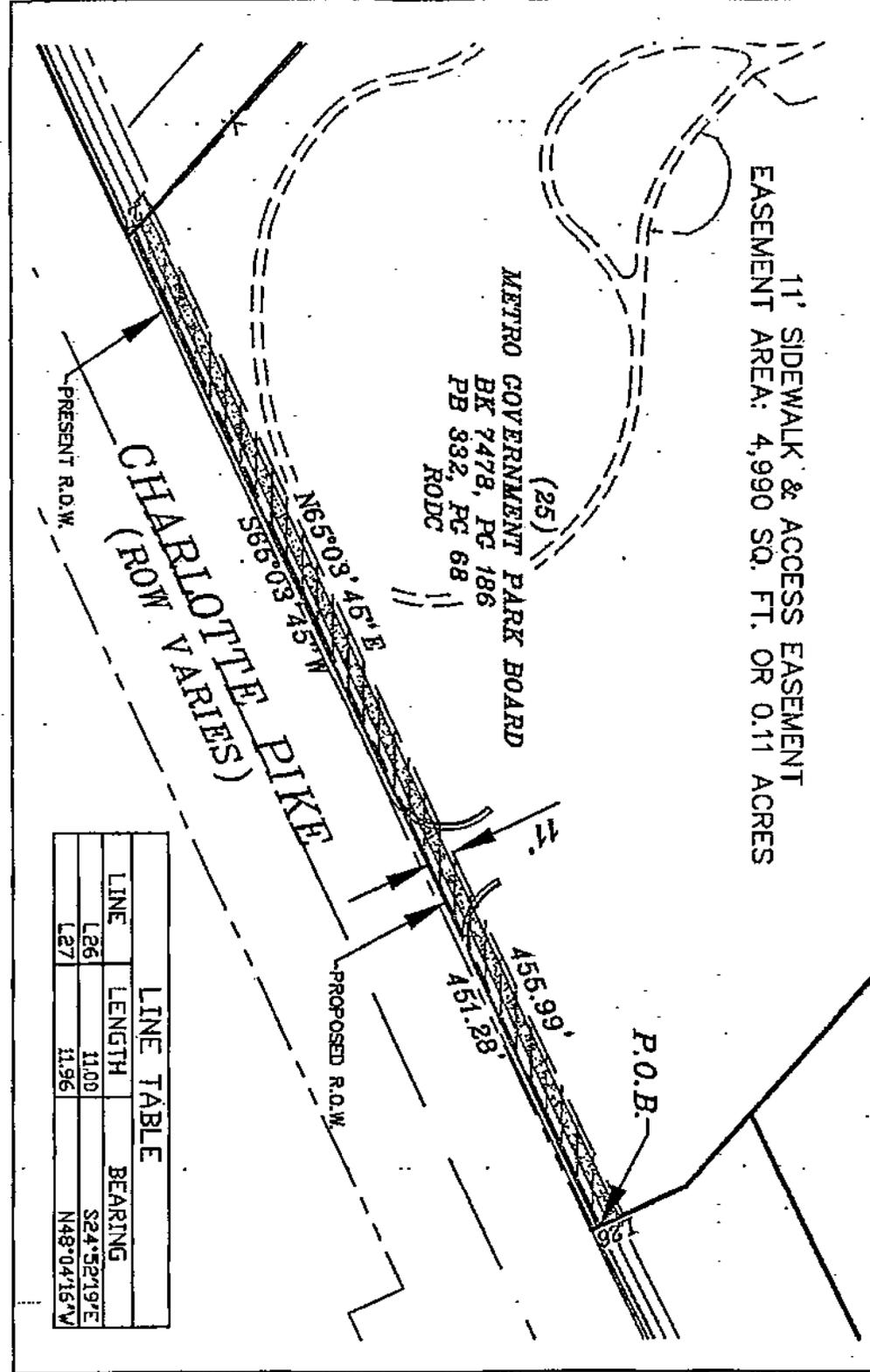
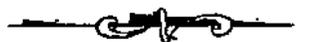
POINT OF COMMENCEMENT being the northeast corner of parcel 25; thence South 48°03'57" East 422.30 feet to the POINT OF BEGINNING being the northeast corner of the easement being described; thence South 48°03'57" East 36.60 feet to a point; thence South 58°55'37" West 43.88 feet to a point; thence South 54°47'47" West 19.15 feet to a point; thence with a curve to the left having a radius of 856.50 feet, an arc length of 145.19 feet, a central angle of 9°42'44", a chord bearing South 46°47'25" West 145.01 feet to a point; thence South 41°56'03" West 173.78 feet to a point; thence with a curve to the right having a radius of 666.59 feet, an arc length of 51.54 feet, a central angle of 4°25'49", a chord bearing and distance of South 44°02'28" West 51.53 feet to a point; thence North 48°04'16" West 35.11 feet to a point; thence with a curve to the left having a radius of 631.59 feet, an arc length of 51.52 feet, a central angle of 4°40'24", a chord bearing and distance of North 44°09'36" East 51.50 feet to a point; thence North 41°56'03" East 173.82 feet to a point; thence with a curve to the right having a radius of 891.50 feet, an arc length of 152.09 feet, a central angle of 9°46'29", a chord bearing and distance of North 46°49'17" East 151.91 feet to a point; thence North 54°47'47" East 21.37 feet to a point; thence North 58°55'37" East 34.44 feet to the point of beginning.

Containing 15,169 square feet or 0.35 acres.

- NOTES:**
1. THIS IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-128.
 2. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

A-4

11' SIDEWALK & ACCESS EASEMENT
EASEMENT AREA: 4,990 SQ. FT. OR 0.11 ACRES



CHARLOTTE PIKE
(ROW VARIES)

LINE	LENGTH	BEARING
L26	11.00	S24°52'19"E
L27	11.96	N48°04'15"W

DATE	REVISIONS	NEWTON OGDONRE HODSONALD 3811 GREEN HILLS WILSON DR. NASHVILLE, TN 37215	NOM/ CHARLOTTE PIKE NASHVILLE, DAVIDSON COUNTY, TENNESSEE	REGISTERED PROFESSIONAL SURVEYOR LICENSE NO. 1411 EXP. 12/31/2018 1111 BENTLEY BLVD. SUITE 200 NASHVILLE, TN 37203
01-09-03	23187		11' SIDEWALK & ACCESS EASEMENT EXHIBIT	

EXHIBIT
6



Proposed 11' Sidewalk and Access Easement

Being a proposed 11' Sidewalk and Access Easement running on, over and across the lands of Metro Government Park Board (Map 102, Parcel 25) as recorded in Book 7478, Page 186 Registers Office Davidson County (RODC). Said proposed easement lying in the central portion of Davidson County, being in the 20th Councilmanic District of Nashville, Tennessee. Bounded on the north by the remainder of parcel of 25, on the east and west by Nashville West Shopping Center, LLC as recorded in Instrument #200401300011507 RODC, and on the south by Proposed Right-of-Way (ROW) of Charlotte Pike (ROW varies). Proposed Easement being described as follows:

POINT OF BEGINNING being the proposed southeast corner of parcel 25, said point lying on the proposed northerly ROW margin of Charlotte Pike; thence with said proposed ROW South $65^{\circ}03'45''$ West 451.28 feet to a point at the proposed southwest corner of parcel 25; thence leaving said proposed ROW margin North $48^{\circ}04'16''$ West 11.96 feet to a point; thence North $65^{\circ}03'45''$ East 455.99 feet to a point; thence South $24^{\circ}52'19''$ East 11.00 feet to the point of beginning.

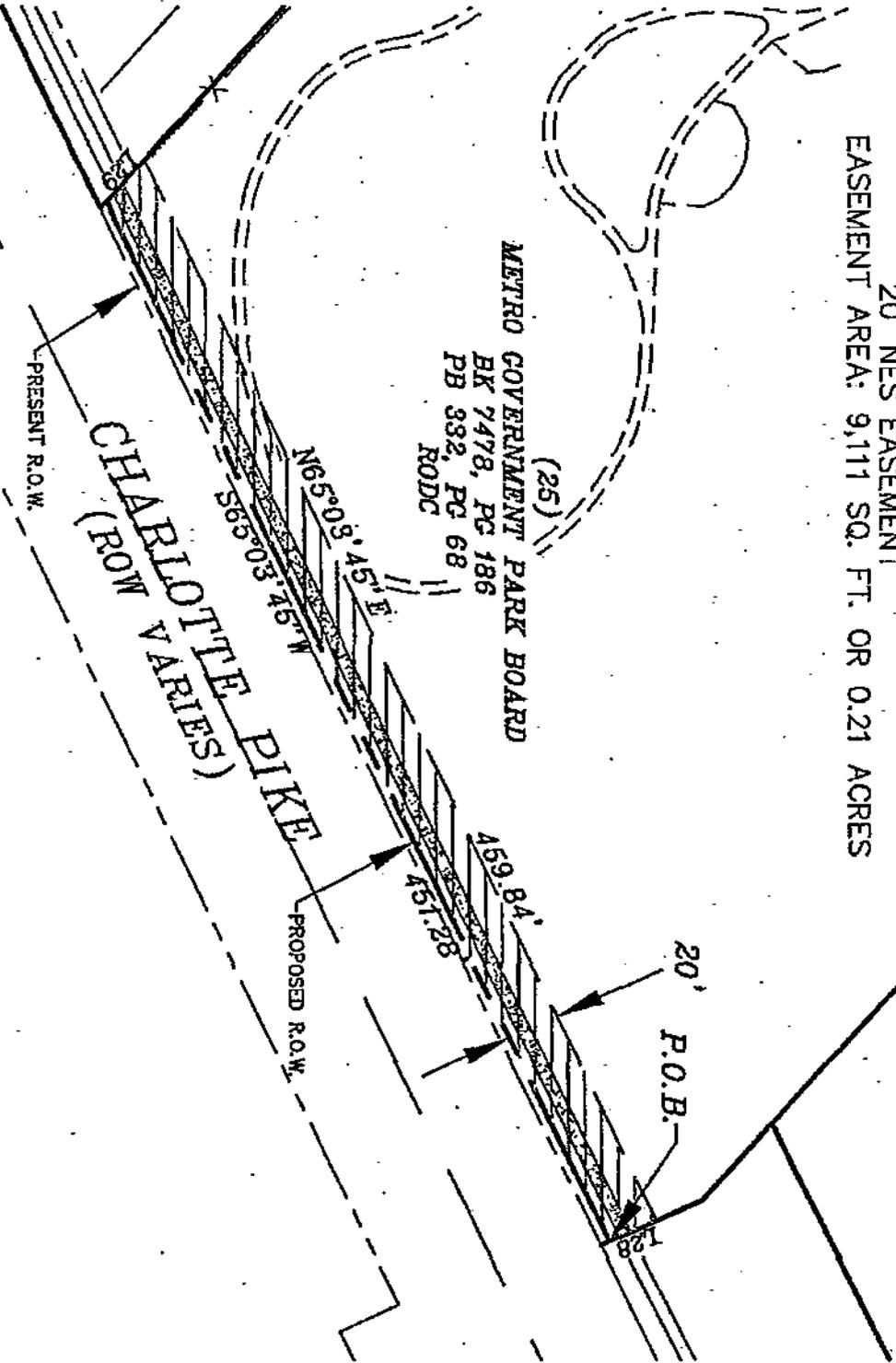
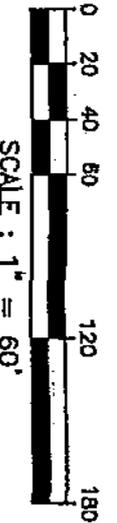
Containing 4,990 square feet or 0.11 acres.

ESSENT A FULL BOUNDARY SURVEY
 THORITY OF TCA 62-18-126.
 L PROPERTY SURVEY AS DEFINED UNDER

18704716 V
 14-32-19 E
 14-32-19 E
 14-32-19 E

A-1

20' NES EASEMENT
 EASEMENT AREA: 9,111 SQ. FT. OR 0.21 ACRES



METRO GOVERNMENT PARK BOARD
 (25)
 BK 7478, PG 186
 PB 332, PG 68
 RODC

CHARLOTTE PIKE
 (FROM VARIETIES)

PRESENT R.O.W.

PROPOSED R.O.W.

20' P.O.B.

20' NES EASEMENT EXHIBIT	DATE REVISIONS 2-08-03 20187	NEWTON OLDACRE MADDONALD 3041 GREEN HILLS WILSON DR. NASHVILLE, TN 37215	NOM/ CHARLOTTE PIKE NASHVILLE, DAVIDSON COUNTY, TENNESSEE	EXHIBIT 7
	20' NES EASEMENT EXHIBIT	DATE REVISIONS 2-08-03 20187	NEWTON OLDACRE MADDONALD 3041 GREEN HILLS WILSON DR. NASHVILLE, TN 37215	NOM/ CHARLOTTE PIKE NASHVILLE, DAVIDSON COUNTY, TENNESSEE



Proposed 20' NES Easement

Being a proposed 20' NES Easement running on, over and across the lands of Metro Government Park Board (Map 102, Parcel 25) as recorded in Book 7478, Page 186 Registers Office Davidson County (RODC). Said proposed easement lying in the central portion of Davidson County, being in the 20th Councilmanic District of Nashville, Tennessee. Bounded on the north by the remainder of parcel of 25, on the east and west by Nashville West Shopping Center, LLC as recorded in Instrument #200401300011507 RODC, and on the south by Proposed Right-of-Way (ROW) of Charlotte Pike (ROW varies). Proposed Easement being described as follows:

POINT OF COMMENCEMENT being the southeast corner of parcel 25, said point lying on the proposed northerly ROW margin of Charlotte Pike; thence with said proposed ROW South 65°03'45" West 451.28 feet to a point at the southwest corner of parcel 25; thence leaving said ROW margin North 48°04'16" West 21.75 feet to a point; thence North 65°03'45" East 459.84 feet to a point; thence South 24°52'19" East 20.00 feet to the point of beginning.

Containing 9,111 square feet or 0.21 acres.



Proposed 20' Public Utility & Drainage Easement

Being a proposed 20' Drainage Easement running on, over and across the lands of Metro Government Park Board (Map 102, Parcel 25) as recorded in Book 7478, Page 186 Registers Office Davidson County (RODC). Said easement lying in the central portion of Davidson County, being in the 20th Councilmanic District of Nashville, Tennessee. Bounded on the northeast & southeast by the remainder of parcel 25, on the southwest by Lot 4 of the Final Plat of Nashville West, Phase 1 (not of record at this time), and on the northwest by Lot 2 of the same unrecorded plat. Proposed easement being described as follows:

POINT OF BEGINNING being the northwest corner of parcel 25 as mentioned previously, also being the northwest corner of the easement being described; thence with the northerly line of parcel 25 North 41°18'09" East 20.00 feet to a point; thence leaving said line South 48°04'16" East 232.99 feet to a point; thence South 55°55'43" East 122.94 feet to a point in the northerly line of proposed 20' drainage easement; thence with said line South 34°37'05" West 37.11 feet to a point; thence North 48°04'16" West 359.28 feet to the point of beginning.

Containing 8,204 square feet or 0.19 acres.



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POINT OF COMMENCEMENT being the northwest corner of parcel 25; thence South 48°04'16" East 418.10 feet to the POINT OF BEGINNING being the southwest corner of the easement described; thence North 21°47'45" East 9.93 feet to a point; thence North 51°03'40" West 21.79 feet to a point; thence North 27°29'10" West 16.30 feet to a point in the northwest corner of easement described; thence with the southerly line of proposed drainage easement North 34°37'05" East 22.63 feet to a point in the northeast corner of said easement; thence leaving the southern line South 27°29'10" East 22.72 feet to a point; thence South 51°03'40" East 32.37 feet to a point; thence South 21°47'45" West 32.02 feet to a point in the southeast corner of said easement; thence with the western line of this easement and said parcel 25 North 48°04'16" West 21.30 feet to a point of beginning.

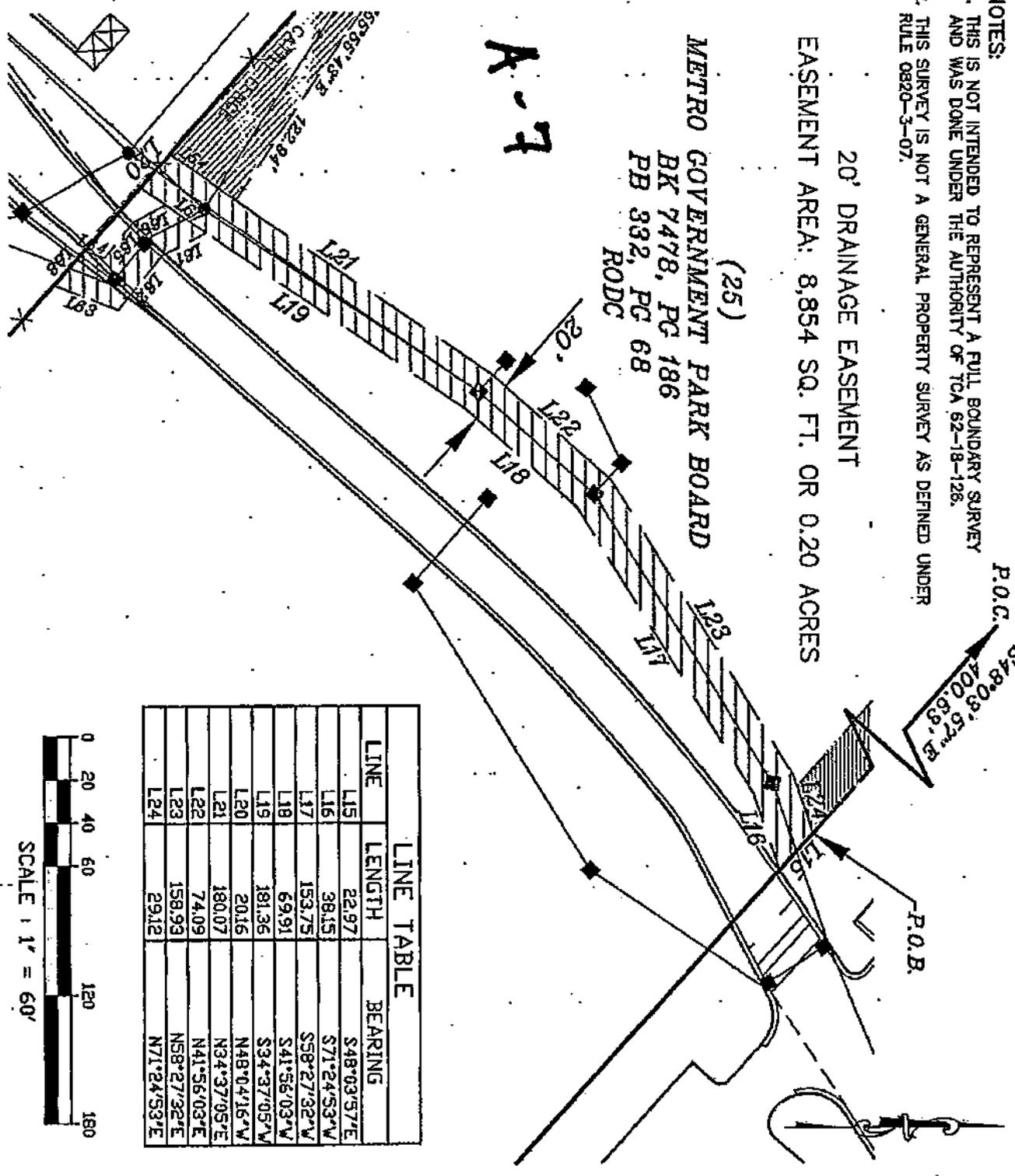
Containing 1,352square feet or 0.03 acres.

NOTES:
 1. THIS IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.
 2. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

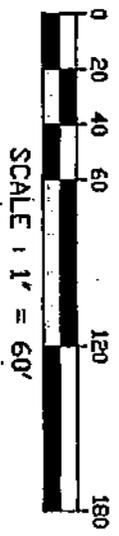
20' DRAINAGE EASEMENT
EASEMENT AREA: 8,854 SQ. FT. OR 0.20 ACRES

(25)
METRO GOVERNMENT PARK BOARD
BK 7478, PG 186
PB 332, PG 68
RODC

A-7



LINE	LENGTH	BEARING
L15	22.97	S48°09'57"E
L16	38.15	S71°24'53"W
L17	153.75	S58°27'32"W
L18	69.91	S41°56'03"W
L19	181.36	S34°37'05"W
L20	20.16	N48°04'16"W
L21	180.07	N34°37'05"E
L22	74.09	N41°56'03"E
L23	158.93	N58°27'32"E
L24	29.12	N71°24'53"E



P.O.C.
 S48°09'07"E
 700.63'±

P.O.B.



ASSOCIATES
 ENGINEERS
 LITTLE ENGINE ASSOCIATES

NOM/ CHARLOTTE PIKE
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE

NEWMON
 OLDACRE
 MIDKIND
 JOHN OBERN HALLS
 VALDEE PR.
 NISHALE IN
 3715

DATE	REVISIONS
11-08-00	23187

20'
DRAINAGE
EASEMENT
EXHIBIT

EXHIBIT
10
 2318000



Proposed 20' Drainage Easement

Being a proposed 20' Drainage Easement running on, over and across the lands of Metro Government Park Board (Map 102, Parcel 25) as recorded in Book 7478, Page 186 Registers Office Davidson County (RODC). Said proposed easement lying in the central portion of Davidson County, being in the 20th Councilmanic District of Nashville, Tennessee. Bounded on the north and south by the remainder of parcel of 25, on the east and west by Nashville West Shopping Center, LLC as recorded in Instrument #200401300011507 RODC. Proposed Easement being described as follows:

POINT OF COMMENCEMENT being the northeast corner of parcel 25; thence South 48°03'57" East 400.63 feet to the POINT OF BEGINNING being the northeast corner of the easement being described; thence South 48°03'57" East 22.97 feet to a point; thence South 71°24'53" West 38.15 feet to a point; thence South 58°27'32" West 153.75 feet to a point; thence South 41°56'03" West 69.91 feet to a point; thence South 34°37'05" West 181.36 feet to a point; thence North 48°4'16" West 20.16 feet to a point; thence North 34°37'05" East 180.07 feet to a point; thence North 41°56'03" East 74.09 feet to a point; thence North 58°27'32" East 158.93 feet to a point; thence North 71°24'53" East 29.12 feet to the point of beginning.

Containing 8,854 square feet or 0.20 acres.

NASHVILLE WEST SHOPPING CENTER
 CHARLOTTE PIKE AT ANNEX DRIVE
 METRO PROJECT NOS. 05-SL-98 / 05-WL-130

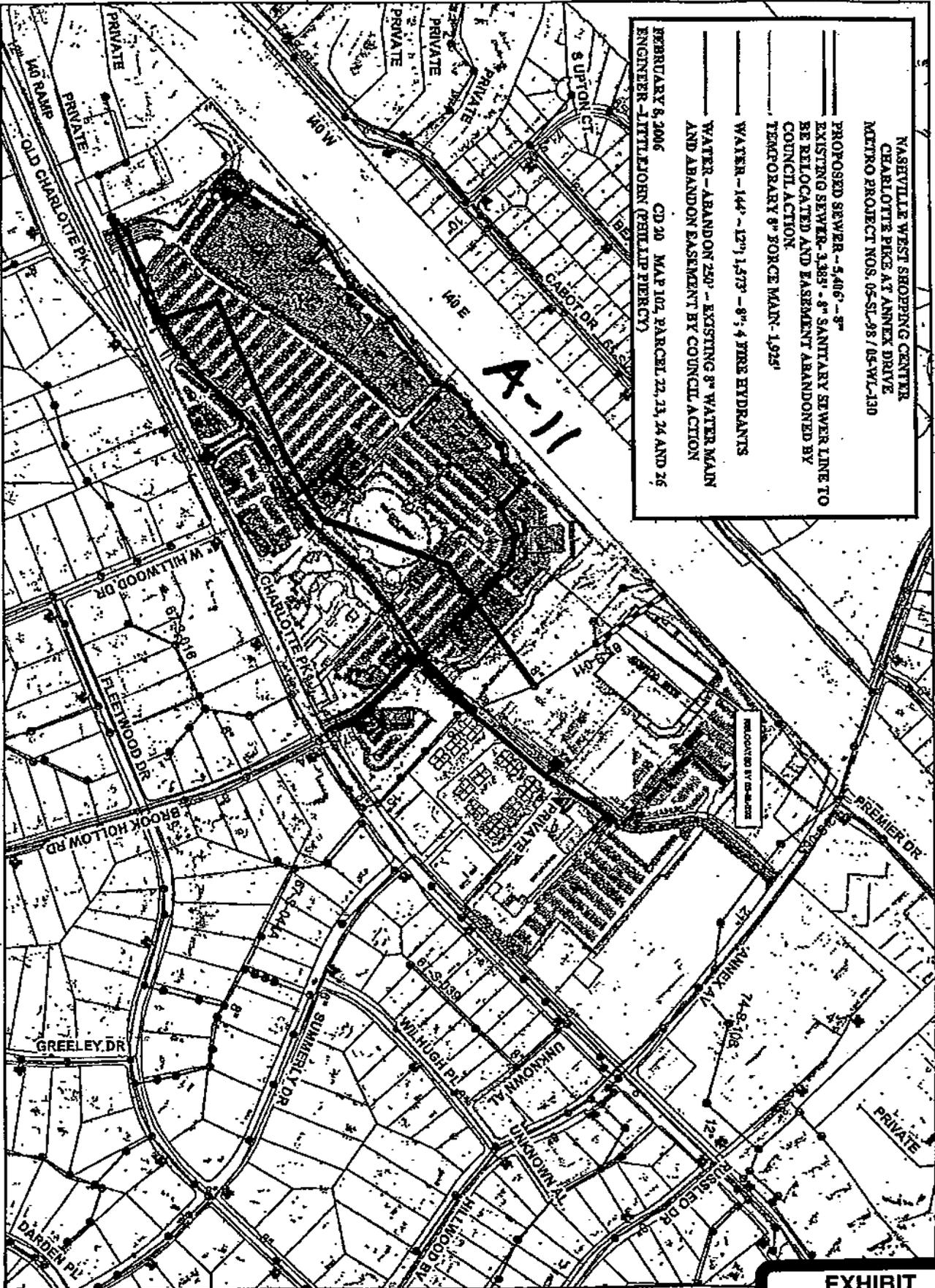
PROPOSED SEWER - 5,406' - 8"
 EXISTING SEWER - 1,385' - 8" SANITARY SEWER LINE TO
 BE RELOCATED AND EASEMENT ABANDONED BY
 COUNCIL ACTION

TEMPORARY 8" FORCE MAIN - 1,925'

WATER - 144' - 12" 1,573' - 8" 4 FIRE HYDRANTS

WATER - ABANDON 250' - EXISTING 8" WATER MAIN
 AND ABANDON EASEMENT BY COUNCIL ACTION

FEBRUARY 5, 2006 CD 20 MAP 102, PARCEL 22, 23, 24 AND 26
 ENGINEER - LITTLEJOHN (PHILIP PIERCY)



1 inch equals 600 feet

EXHIBIT
11