

This Instrument prepared by and after recording return to:

QUITCLAIM DEED

Name and Address of New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
The Metropolitan Government of Nashville and Davidson County, Tennessee [] []		Same as Owner

FOR AND IN CONSIDERATION OF ONE DOLLAR (\$1.00) cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **UPTOWN PROPERTY HOLDINGS LLC, a Delaware limited liability company** (“Grantor”) has bargained and sold, and by these presents hereby quitclaims unto **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** (“Grantee”), its successors and assigns, all of Grantor’s right, title and interest in and to that certain land in Davidson County, Tennessee, together with all appurtenances, privileges, and easements, (the “Property”) more particularly described on Exhibit “A” and depicted on Exhibit “B”, both attached hereto and incorporated herein.

This is unimproved property known as a portion of 10th Avenue South.

The Property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the Property.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Signature page follows]



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The foregoing transfer is exempt from payment of recordation tax pursuant to Tenn. Code Ann. § 67-4-409(f)(1).

Affiant

Subscribed and sworn to before me,
this _____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

BEING A RIGHT OF WAY DEDICATION IN THE 19TH CIVIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING BOUNDED ON THE SOUTH AND NORTH BY RIGHT-OF-WAY (R/W) OF 10TH AVENUE NORTH (PUBLIC R/W VARIES), ON THE WEST BY LOT 2 OF THE NASHVILLE YARDS SUBDIVISION PARCEL 1 OF RECORD IN INSTRUMENT #20171010-0103766 (R.O.D.C.T.), AND ON THE EAST BY LOT 9A OF THE NASHVILLE YARDS SUBDIVISION PARCEL 9 OF RECORD INSTRUMENT # 20171204-0123588 (R.O.D.C.T.), SAID DEDICATION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

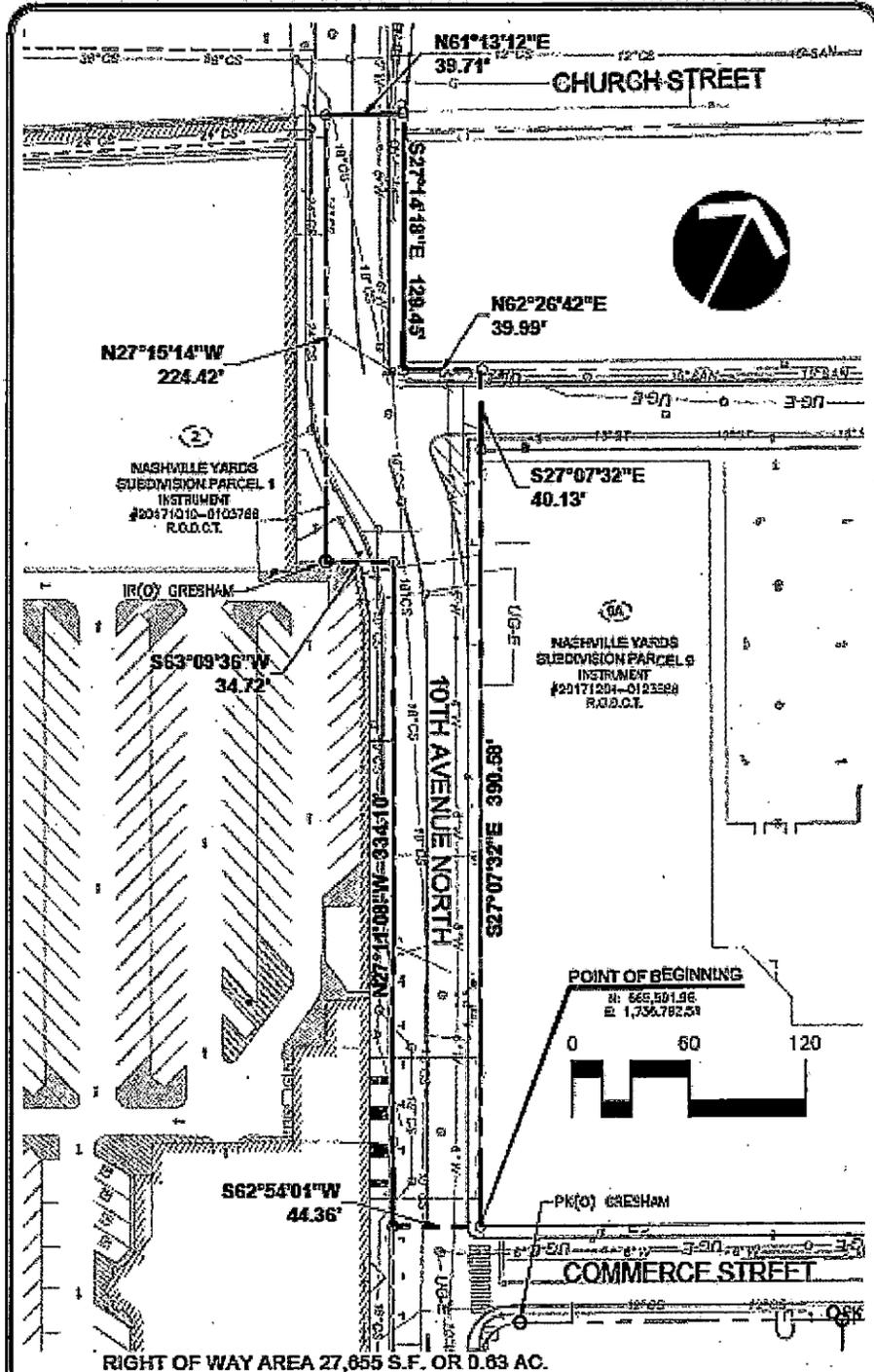
POINT OF BEGINNING BEING A POINT IN THE EASTERLY R/W OF 10TH AVENUE NORTH BEING THE SOUTHEAST CORNER OF THE EASEMENT HEREIN DESCRIBED, HAVING A NORTHING OF 665,591.96 AND AN EASTING OF 1,736,792.51 (NAD83); THENCE CROSSING 10TH AVENUE SOUTH 62 DEGREES 54 MINUTES 01 SECONDS WEST, 44.36 FEET TO A POINT; THENCE WITH THE WESTERLY R/W OF 10TH AVENUE NORTH 27 DEGREES 11 MINUTES 08 SECONDS WEST, 334.10 FEET TO A POINT; THENCE SOUTH 63 DEGREES 09 MINUTES 36 SECONDS WEST, 34.72 FEET TO AN IRON ROD (OLD); THENCE NORTH 27 DEGREES 15 MINUTES 14 SECONDS WEST, 224.42 FEET TO A POINT; THENCE CROSSING 10TH AVENUE WITH THE SOUTHERLY R/W OF CHURCH STREET NORTH 61 DEGREES 13 MINUTES 12 SECONDS EAST, 39.71 FEET TO A POINT; THENCE LEAVING CHURCH STREET R/W WITH THE EASTERLY R/W OF 10TH AVENUE SOUTH 27 DEGREES 14 MINUTES 18 SECONDS EAST, 129.45 FEET TO A POINT; THENCE NORTH 62 DEGREES 26 MINUTES 42 SECONDS EAST, 39.99 FEET TO A POINT; THENCE SOUTH 27 DEGREES 07 MINUTES 32 SECONDS EAST, 40.13 FEET TO A POINT; THENCE SOUTH 27 DEGREES 07 MINUTES 32 SECONDS EAST, 390.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,655 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

Being a portion of the same property conveyed to Uptown Property Holdings LLC, a Delaware limited liability company, from _____, by deed of record at Instrument No. _____, Register's Office of Davidson County, Tennessee.

EXHIBIT B

PROPERTY DEPICTION



DATE	DECEMBER 6, 2017
DRAWN BY	DBC
SCALE	1"=60'
JOB NO.	15150
CHKD BY	VK GARDNER
	0388

RIGHT-OF-WAY DEDICATION
 FOR
UPTOWN PROPERTY HOLDINGS INC.
 10TH COUNCIL DISTRICT OF DAVENPORT COUNTY, TENNESSEE

RAGAN SMITH
 SURVEYOR
 2ND FLOOR 1010 CIVIL & ENGINEERS
 1010 10TH AVENUE NORTH
 NASHVILLE, TN 37203
 (615) 259-1111

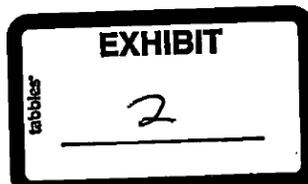
IRREVOCABLE EASEMENT AND MAINTENANCE AGREEMENT
(UPPER TENTH AVENUE, NASHVILLE, TENNESSEE)

THIS IRREVOCABLE EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made this _____ day of _____, 2018 ("Agreement Date"), by **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** (herein "Metro Nashville" or "Grantor") and **UPTOWN PROPERTY HOLDINGS, LLC**, a Delaware limited liability company and its successors and assigns (the "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 publically dedicated thoroughfare designated by Metro Nashville as Tenth Avenue, comprising a two lane paved street, curbs, gutters, sidewalks and related peripheral improvements (collectively referred to as the "**Tenth Avenue Improvements**"). Grantor's Property and the Tenth Avenue Improvements are depicted upon the plat attached hereto as Exhibit "B".

B. As contemplated herein, Grantee intends to construct, own and operate a private roadway and pedestrian bridge to be created over and above and spanning Tenth Avenue and the Tenth Avenue Improvements, including, without limitation, all necessary related lateral, subjacent and above ground support and suspension, independent seismic support, stairs, elevator, landscaping and utilities and all such other property and improvements as Grantee shall determine (collectively the "**Upper Tenth Roadway Improvements**"). Grantee also intends to construct vehicular turnaround and related improvements (the "**Turnaround Improvements**") in order to allow vehicles to drop off passengers and to turn around to facilitate access to and from the Upper Tenth Roadway Improvements to Church Street and other public roadways. The Upper Tenth Roadway Improvements will be connected to and constructed upon Grantor's Property in the locations and subject to the restrictions and limitations as preliminarily depicted and described on the "**Exhibit Showing Upper Tenth 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 Upper Tenth Roadway Improvements will be set forth in the "Plans and Specifications" (hereinafter defined) as provided in this Agreement based upon the preliminary specifications of the Upper Tenth Roadway Improvements prepared by Grantee as set forth on Exhibit "C" and as shall otherwise be mutually approved by Grantor and Grantee.



C. Grantor, by and through the Director of Public Property Administration, desires to grant to Grantee certain irrevocable easements to facilitate the construction, ownership, maintenance and use by Grantee of the Upper Tenth Roadway Improvements in accordance with the terms and subject to the provisions set forth herein.

D. Grantee intends to further develop Grantee's adjacent real property located on both sides of Grantor's Property (collectively, "**Grantee's Property**") with additional improvements, which may include residential, office, hospitality, entertainment and commercial uses, together with surface and sub-surface parking and other incidental improvements and facilities in connection therewith ("**Grantee's Development Project**").

E. Grantor and Grantee intend, by this Agreement, to establish the following rights and 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 "D" attached hereto (the "**Temporary Construction Easement**") and all purposes incidental thereto;

(ii) A permanent, exclusive, irrevocable right-of-way and 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 "E" attached hereto for the purpose of placement, ownership, use and maintenance of the Upper Tenth Roadway Improvements (and all related facilities) as hereinafter provided (the "**Upper Tenth Easement**"); the Upper Tenth Easement shall also include a permanent, exclusive and irrevocable right and easement in the airspace directly above the location depicted on the Easement Plat to accommodate building or other encroachments caused by or resulting from the construction, operation, and maintenance of Grantee's Development Project; and

(iii) A permanent, exclusive, irrevocable 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 of the Turnaround Improvements providing vehicular ingress, egress and access to and from Church Street (and all related facilities as hereinafter provided (the "**Turnaround Easement**"; the Temporary Construction Easement, the Upper Tenth Easement and the Turnaround Easement collectively referred to as the "**Easements**").

F. 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 Upper Tenth Roadway Improvements and the Turnaround Improvements; and (2) set forth certain conditions precedent to the construction in the Upper Tenth Roadway Improvements by Grantee and use of the Turnaround Improvements in the Upper Tenth Easement; and (3) set forth certain restrictions and limitations regarding use of the Upper Tenth Roadway Improvements and the Turnaround Improvements, all as more fully set forth herein. The Easements shall be

nonterminable and shall burden Grantor's Property, shall be irrevocably binding upon its successors, grantees and assigns and shall run with Grantor's Property in perpetuity in accordance with the terms of this Agreement. Nothing in this Agreement shall be construed to limit the Grantor's exercise of any police power or authority to act in its governmental capacity in the public interest.

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 purposes of constructing and installing the portion of the Upper Tenth Roadway Improvements and the Turnaround Improvements to be located on Grantor's Property in the Upper Tenth Easement and Turnaround Easement.

(b) **Scope of Temporary Construction Easement.** The scope of the Temporary Construction Easement shall consist of vehicular and pedestrian 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 construction and installation of the Upper Tenth Roadway Improvements and the Turnaround Improvements, 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 for the purpose of installing permanently the portions of the Upper Tenth Roadway Improvements to be located in the Upper Tenth Easement and the portions of the Turnaround Improvements to be located in the Turnaround Easement; (ii) the right to remove approved portions of the Grantor's Property or improvements thereon which are located 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 Upper Tenth Roadway Improvements

and Turnaround Improvements provided that said portions so removed are replaced or restored to substantially the same or better condition following completion of construction of the Upper Tenth Roadway Improvements and Turnaround Improvements including, without limitation, replacement of any surface parking spaces (including grading, asphalt, lighting and striping) located outside the Upper Tenth Easement which are disturbed by construction of the Upper Tenth Roadway Improvements and Turnaround Improvements; and (iii) the right to bore, tunnel and excavate portions of the Grantor's Property that fall within the Temporary Construction Easement as required to construct the project support system for the Upper Tenth Roadway Improvements and Turnaround Improvements.

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 Upper Tenth Roadway Improvements and Turnaround Improvements as provided in the Plans and Specifications, provided that Grantee's use of the Temporary Construction Easement shall not unreasonably interfere with or unnecessarily disrupt the existing uses of Grantor's Property outside of the Temporary Construction Easement. 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 Upper Tenth Roadway Improvements and Turnaround Improvements shall commence upon the Effective Date (as defined in Section 3) and shall terminate upon full completion of the portion of the Upper Tenth Roadway Improvements and the Turnaround to be located in the Upper Tenth Easement and Turnaround 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 Upper Tenth Roadway Improvements and Turnaround Improvements, 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, except to the extent otherwise set forth in the Plans and Specifications approved by Grantor, Grantee shall restore the area within 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 replacements 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 Temporary Construction Easement shall be subject to commercially 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, 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) **Construction Conditions Precedent.** Grantor and Grantee agree that, subject only to sub-section (c) below, the easements created by this Agreement shall irrevocably vest in Grantee on the Agreement Date. Notwithstanding the foregoing grant of such easements, the following shall be conditions precedent to the right of Grantee to commence and complete construction of the Upper Tenth Roadway Improvements and Turnaround Improvements in the Upper Tenth Roadway Easement and Turnaround Easement as set forth in this Agreement ("**Construction Conditions Precedent**").

(i) Grantee shall deliver to Grantor plans and specifications for the construction and installation of the Upper Tenth Roadway Improvements and Turnaround Improvements ("**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 Upper Tenth Roadway Improvements and Turnaround Improvements located in the Upper Tenth Easement and Turnaround 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 commence construction of the Upper Tenth Roadway Improvements and Turnaround Improvements, including, without limitation, any easements required on any other servient estate, rights-of-way, permits, licenses or easements required to be obtained, 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 Upper Tenth Roadway Improvements and the Turnaround Improvements.

(b) **Effective and Governing Dates.** The date upon which the Construction 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**". Grantor and Grantee shall acknowledge and agree upon the specific date constituting the Effective Date by written agreement executed and delivered by both Grantor and Grantee. Upon the Effective Date, subject to force majeure, Grantee shall have the right to commence and diligently proceed with construction of the Upper Tenth Roadway Improvements and Turnaround Improvements in accordance with the terms of this Agreement.

(c) **Termination of Easements.** In the event that the Construction 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 Upper Tenth Roadway Improvements and Turnaround Improvements on or prior to a date which is five (5) years from the Agreement Date, subject to force majeure (the "**Outside Effective Date**"), Grantor shall have the right, upon written notice to Grantee (the "**Termination Notice**"), to elect to terminate this Agreement ("**Easement Termination**"). Grantor shall have the additional rights to terminate this Agreement by issuing a Termination Notice if Grantee, despite having commenced construction prior to the Outside Effective Date, fails to diligently pursue construction of the Upper Tenth Roadway Improvements to completion, provided, however, that such Termination Notice shall not be issued prior to the Outside Effective Date. 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. In addition to the termination rights set forth above, Grantor shall have the right to terminate this Agreement if Grantee persistently fails to fulfill the material obligations assigned to Grantee under this Agreement and such failure continues for more than sixty (60) days after written notice from Grantor (except that such sixty (60) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such default, if such default is capable of being cured, but cannot reasonably be cured within such period, provided Grantee commences action to

cure such default within such sixty (60) day period and thereafter pursues the same to completion with reasonable diligence).

4. **Upper Tenth Easement and Turnaround Easement.**

(a) **Grant of Easement.**

(i) Grantor hereby grants an exclusive irrevocable, permanent right-of-way easement over, across, through and under the Upper Tenth Easement for construction and maintenance of a private roadway providing vehicular, public pedestrian and bicycle ingress, egress and access in favor of Grantee and its guests and invitees and for the purpose of placement, ownership, maintenance, repair and replacement, use and operation of the Upper Tenth Roadway Improvements as described in this Section 4.

(ii) Grantor hereby grants an exclusive irrevocable, permanent easement over, across, through and under the Turnaround Easement for vehicular, public pedestrian and bicycle ingress, egress and access to the Turnaround Improvements in favor of Grantee and its guests and invitees for the purpose of placement, ownership, maintenance, repair and replacement, use and operation of the Turnaround Improvements as described in this Section 4.

(b) **Scope of Easement.** The scope of the Upper Tenth Easement and Turnaround Easement shall consist of and be limited to: (i) the right to construct and permanently locate the improvements comprising the Upper Tenth Roadway Improvements in the Upper Tenth Easement and Turnaround Improvements in the Turnaround Easement, including without limitation the right to install foundations and structural supports in connection with the Upper Tenth Roadway Improvements and Turnaround Improvements below the surface of the Upper Tenth Easement and Turnaround Easement; (ii) normal vehicular, pedestrian and bicycle ingress, egress and access across, to and from the Upper Tenth Roadway Improvements and Turnaround Improvements; (iii) use of and access to utilities servicing the Upper Tenth Roadway Improvements and the Turnaround Improvements; (iv) access for repairs, maintenance and replacements as required from time to time; and (v) such other right-of-way uses in connection with the use of the Upper Tenth Easement and the Turnaround Easement as Grantee deems reasonably necessary; provided, however, no such uses shall unreasonably interfere with, restrict or limit Grantor's use of Grantor's Property. The Upper Tenth Easement and Turnaround Easement shall remain in full force and effect in perpetuity for use in connection with Grantee's Development Project. Grantor specifically acknowledges and agrees that the Upper Tenth Roadway Easement and Turnaround Easement, together with the Upper Tenth Roadway Improvements and Turnaround Improvements to be constructed therein, shall be considered a private roadway for all purposes. Grantee shall not exercise any right created as part of the Upper Tenth Roadway Easement and Turnaround Easement in a way that limits or interferes with the safe and orderly passage of pedestrian and vehicular traffic in the Tenth Avenue right of way (below the easements granted herein) as determined in the reasonable judgment of the Metropolitan Director of Public Works.

(c) **Maintenance and Repair.** Grantee will cause the Upper Tenth Easement and the Turnaround Easement, and all improvements constructed therein, to be maintained, cleaned, repaired and replaced in first-class condition, all at Grantee's sole cost and expense. 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 Upper Tenth Roadway Improvements and Turnaround Improvements, 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 thirty (30) 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 and below the Upper Tenth Easement and Turnaround Easement subject to compliance with laws and ordinances generally applicable to regulating such development, provided, however, that Grantor shall have no right to impair the use of the Upper Tenth Easement and Turnaround Easement, and the improvements constructed therein and shall have no right to modify or adversely affect the foundations or other structural supports of the Upper Tenth Roadway Improvements and Turnaround Improvements in connection with any such development without Grantee's prior written approval.

Grantor and Grantee acknowledge that Grantee's Development Project presently includes plans for substantial commercial development of offices, retail space, hospitality space, entertainment venues and the like, as well as related underground parking facilities and related improvements ("**Grantee's Parking Facility**"). Grantee shall bear all costs associated with construction of Grantee's Development Project and of Grantee's Parking Facility, including, without limitation, all costs of excavation and construction. 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.

(b) As a private roadway, Grantor acknowledges and agrees that Grantee reserves the right to temporarily close off or restrict access to all or portions of the Upper Tenth Easement and Turnaround Easement for the purpose of making repairs, restoration and replacements to the Upper Tenth Roadway Improvements and Turnaround Improvements and in connection with periodic but regularly scheduled events occurring in the entertainment venues or other parts of Grantee's Development Project, 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 or of such periodic events 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 or to conduct such periodic event.

(c) Notwithstanding anything in this Agreement to the contrary, Grantor reserves unto itself the right, at any time and from time to time, to enter onto the Easements in the event of an emergency or to exercise such rights as it may have to act in its governmental capacity.

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 Upper Tenth Easement and Turnaround Easement upon which the Upper Tenth Roadway Improvements and Turnaround Improvements 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 Upper Tenth Roadway Improvements or the Turnaround Improvements or Grantee's Development Project. Such relocation is permissible so long as there is no material change, modification or relocation of the Upper Tenth Easement or Turnaround Easement. Further, the Plans and Specifications, when completed and approved, may require non-material modifications to the Upper Tenth Easement and Turnaround Easement to reflect the actual construction of each improvement. 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 Upper Tenth Roadway Improvements and the Turnaround Improvements materially in accordance with the Plans and Specifications, all applicable statutes, laws and ordinances and all permits and approvals issued in connection therewith.

(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 traffic flow on and about Tenth Avenue which is located on Grantor's Property during the construction or operation

of the Upper Tenth Roadway Improvements and Turnaround Improvements 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 Tenth Avenue and all other parts of Grantor's Property fully operational and open, with lane or street closures or reduced street parking only as may be requested by Grantee and approved by Grantor and only to the extent reasonably necessary for construction of the Upper Tenth Roadway Improvements and Turnaround Improvements. Grantee shall not operate the Upper Tenth Roadway Improvements 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 Upper Tenth Roadway Improvements and Turnaround Improvements.

8. **Ownership of Upper Tenth Roadway Improvements and Turnaround Improvements.** The improvements constructed by Grantee comprising the Upper Tenth Roadway Improvements and the Turnaround Improvements shall, at all times, while the Easements granted hereunder remain in effect be owned by Grantee and shall be used for no purpose other than as provided in this Agreement. Grantee shall, however, have the unrestricted right to transfer or assign its rights under this Agreement, in whole or in part, together with its ownership of the Upper Tenth Roadway Improvements and the Turnaround Improvements, to any private party or entity without approval of Grantor, including without limitation to any lot owners association which may be formed by Grantee in connection with Grantee's Development Project.

9. **Operation of Upper Tenth Roadway Improvements and Turnaround Improvements.** Upon the completion of the Upper Tenth Roadway Improvements and Turnaround Improvements, Grantee shall maintain and operate the Upper Tenth Roadway Improvements and Turnaround Improvements in a safe, clean and secure condition and in a manner as 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 Upper Tenth Roadway Improvements; (b) keeping the Upper Tenth Roadway Improvements and Turnaround Improvements well illuminated but in a manner which will not cause unreasonable disturbance to neighboring owners or tenants or occupants; (c) providing other utilities as necessary for the use of the Upper Tenth Roadway Improvements and Turnaround Improvements as contemplated under this Agreement; (d) maintaining the Turnaround Improvements, steps, elevator, utilities and landscaping constructed as part of the Upper Tenth Roadway Improvements in good condition and repair; (e) policing and patrolling use of pedestrian and bicycle use of the Upper Tenth Roadway Improvements and Turnaround Improvements to ensure safety and avoid nuisance; (f) paying any and all charges, levies, taxes, assessments, costs and fees of any governmental or quasi-governmental entity or utility in connection with the use, ownership or occupancy of the Upper Tenth Roadway Improvements and Turnaround Improvements; and (g) enforcing Upper Tenth Roadway Improvements rules and regulations which may be imposed by Grantee from time to time.

10. **Grantee Claims.** 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 Upper Tenth Roadway Improvements and the Turnaround Improvements, (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 by Grantor, 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**").

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 Upper Tenth Easement or Turnaround 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 and the Grantee's Property subject to the Easements and shall be binding upon and shall inure to the benefit of the successors, grantees and assigns of the Parties, including without limitation, any successor owners of all or any part of Grantee's Property.

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) **Grantee's Transfer Rights.** Grantor hereby acknowledges that Grantee may from time to time convey Grantee's Property or any portion thereof to one or more third party purchasers or property owner associations of which Grantee or Grantee's successor is a member (expressly including affiliates of Grantee and subsequent transferees) (each, a "**Successor Party**"). Grantor hereby agrees and acknowledges that the Successor Party may enjoy the rights granted hereunder to Grantee and be subject to Grantee's obligations with respect to the portion of the Grantee's Property so conveyed. Provided, however, that no conveyance shall be effective to transfer Grantee's rights under this Agreement until it has been memorialized in an appropriate instrument, recorded in the office of the Davidson County Register of Deeds, containing an express and unconditional acknowledgement and acceptance by the Successor Party of its obligations under this Agreement. If the terms of this Paragraph have been fully met, Grantee shall have no further obligation to Grantor under this Agreement after the conveyance of all of Grantee's Property to one or more Successor Parties.

(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 related to the Upper Tenth Easement and Turnaround Easement. 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 related to the Upper Tenth Easement and Turnaround Easement. 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 exclusively in the Chancery or Circuit Courts for Davidson County, 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 certified mail, postage prepaid, return receipt requested, as follows:

If to Grantor to:

Metropolitan Government of Nashville
and Davidson County, Tennessee
c/o Director of Public Property Administration

Public Works Department
750 S 5th Street
Nashville, Tennessee 37219

with a copy to:

Director of Law
Metropolitan Court House, Suite 108
P.O. Box 196300
Nashville, Tennessee 37219
and Davidson County, Tennessee

If to Grantee, to:

Uptown Property Holdings, LLC
c/o Southwest Value Partners
12790 El Camino Road, Suite 150
San Diego, California 92130
Attention: Cary Mack

with a copy to:

Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219
Attention: Charles Robert Bone

Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, or (ii) 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 13(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 Grantee or any Successor Party shall at any time grant or convey a security interest in the Grantee 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. 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 Tennessee 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.

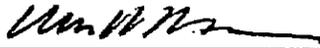
[Remainder of document intentionally left blank]

[Signature page to follow]

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

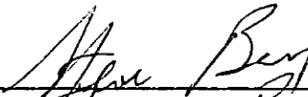
GRANTEE:

**UPTOWN PROPERTY HOLDINGS, LLC, a
Delaware limited liability company**

By: 
Name: Cary Mack
Title: Authorized Representative

GRANTOR:

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON 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 _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [himself/herself] to be _____ of Metropolitan Government of Nashville and Davidson County, the within named Grantor, a government entity, a limited liability company, and that [he/she] as such _____, 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/herself] as _____.

Witness my hand and seal at office in Nashville, Tennessee, this _____ day of _____, 2018.

Notary Public

My commission expires: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

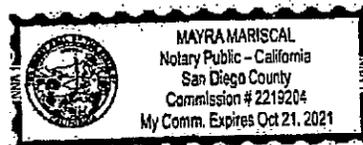
On January 25, 2018, before me, Mayra Mariscal, personally appeared Cary Mack, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Mayra Mariscal



(Seal)

EXHIBIT A

DESCRIPTION OF GRANTOR'S PROPERTY

BEING A RIGHT OF WAY DEDICATION IN THE 19TH CIVIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING BOUNDED ON THE SOUTH AND NORTH BY RIGHT-OF-WAY (R/W) OF 10TH AVENUE NORTH (PUBLIC R/W VARIES), ON THE WEST BY LOT 2 OF THE NASHVILLE YARDS SUBDIVISION PARCEL 1 OF RECORD IN INSTRUMENT #20171010-0103766 (R.O.D.C.T.), AND ON THE EAST BY LOT 9A OF THE NASHVILLE YARDS SUBDIVISION PARCEL 9 OF RECORD INSTRUMENT # 20171204-0123588 (R.O.D.C.T.), SAID DEDICATION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE EASTERLY R/W OF 10TH AVENUE NORTH BEING THE SOUTHEAST CORNER OF THE EASEMENT HEREIN DESCRIBED, HAVING A NORTHING OF 665,591.96 AND AN EASTING OF 1,736,792.51 (NAD83); THENCE CROSSING 10TH AVENUE SOUTH 62 DEGREES 54 MINUTES 01 SECONDS WEST, 44.36 FEET TO A POINT; THENCE WITH THE WESTERLY R/W OF 10TH AVENUE NORTH 27 DEGREES 11 MINUTES 08 SECONDS WEST, 334.10 FEET TO A POINT; THENCE SOUTH 63 DEGREES 09 MINUTES 36 SECONDS WEST, 34.72 FEET TO AN IRON ROD (OLD); THENCE NORTH 27 DEGREES 15 MINUTES 14 SECONDS WEST, 224.42 FEET TO A POINT; THENCE CROSSING 10TH AVENUE WITH THE SOUTHERLY R/W OF CHURCH STREET NORTH 61 DEGREES 13 MINUTES 12 SECONDS EAST, 39.71 FEET TO A POINT; THENCE LEAVING CHURCH STREET R/W WITH THE EASTERLY R/W OF 10TH AVENUE SOUTH 27 DEGREES 14 MINUTES 18 SECONDS EAST, 129.45 FEET TO A POINT; THENCE NORTH 62 DEGREES 26 MINUTES 42 SECONDS EAST, 39.99 FEET TO A POINT; THENCE SOUTH 27 DEGREES 07 MINUTES 32 SECONDS EAST, 40.13 FEET TO A POINT; THENCE SOUTH 27 DEGREES 07 MINUTES 32 SECONDS EAST, 390.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,655 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

EXHIBIT B

DEPICTION OF GRANTOR'S PROPERTY TOGETHER WITH UPPER TENTH ROADWAY IMPROVEMENTS COMPRISING TENTH AVENUE

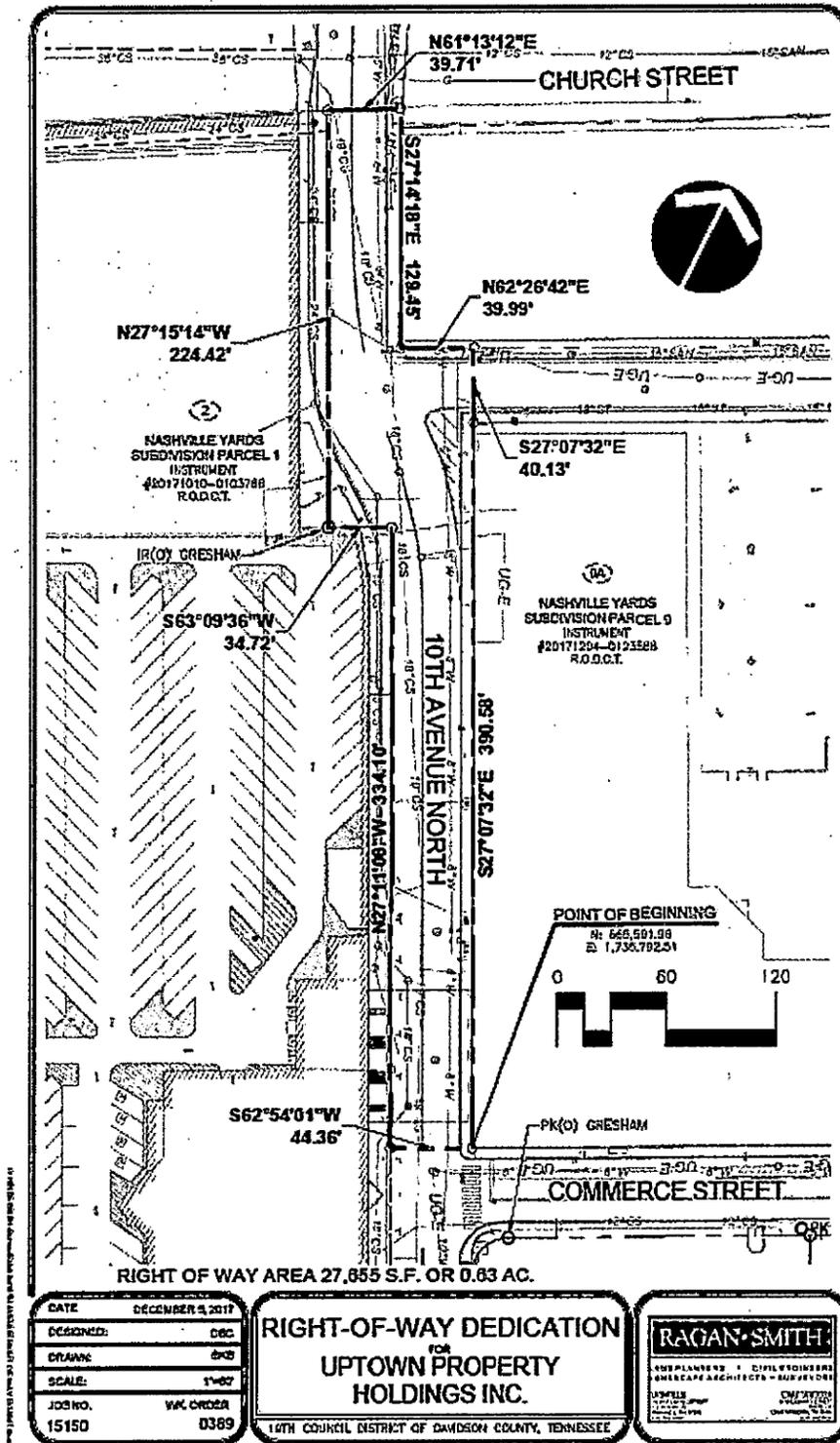
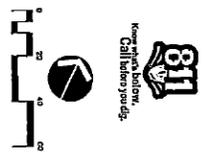
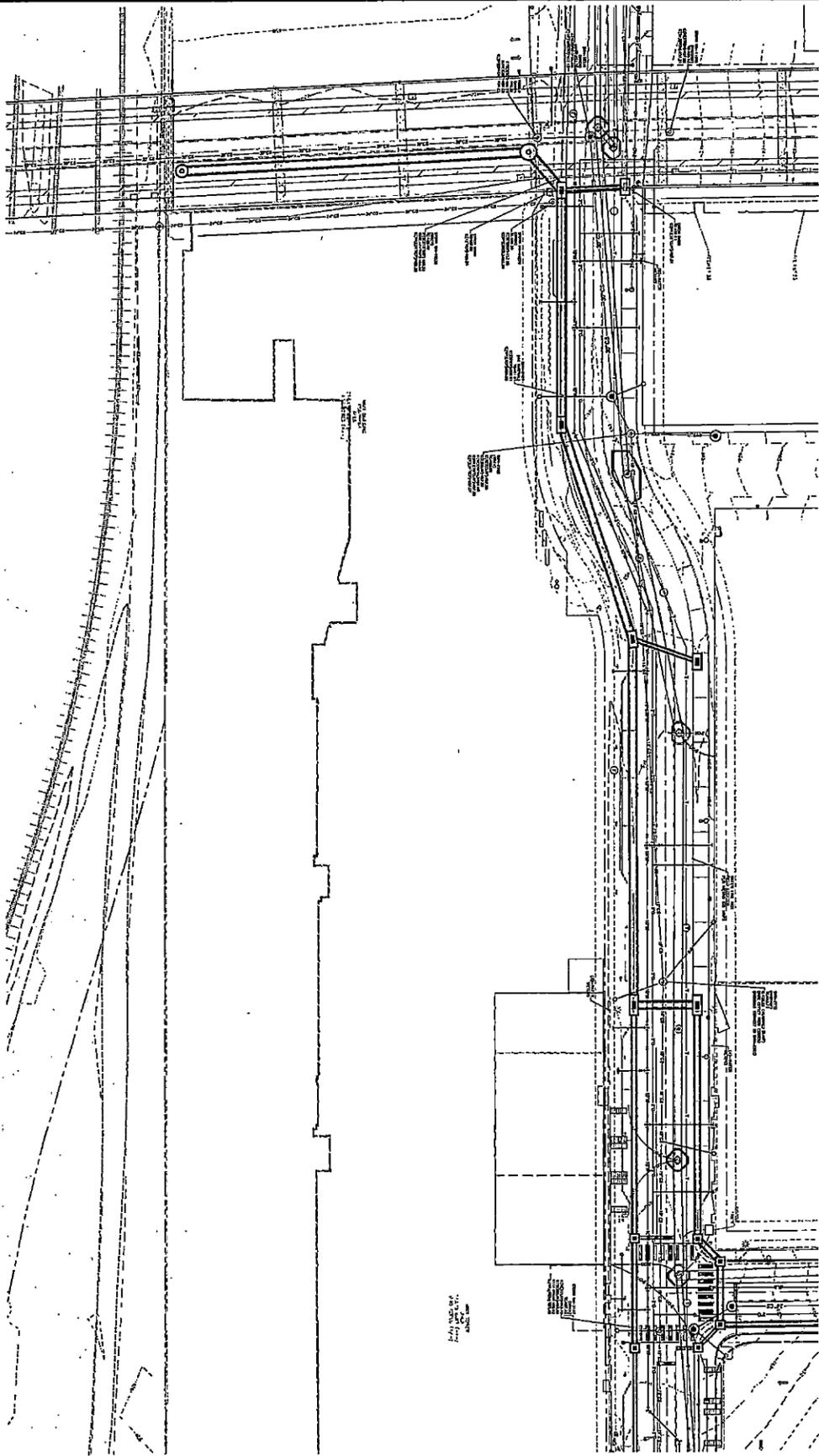


EXHIBIT C

**PRELIMINARY SPECIFICATIONS OF UPPER TENTH ROADWAY
IMPROVEMENTS**

[attached]



No.	Date	Description

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

NASHVILLE YARDS
UPPER 10TH AVENUE
 DOWNTOWN NASHVILLE, DAVIDSON COUNTY, TENNESSEE



**LINCOLN
 PROPERTY
 COMPANY**
 LEASING AND COMMERCIAL REAL ESTATE
 NASHVILLE, TN

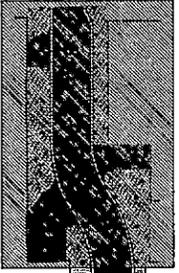
WEST WALL PARTNERS
 200 WEST WALL PARTNERS
 DALLAS, TX 75201

TOMAS SMITH
 ARCHITECTS
 1000 BROADWAY
 NASHVILLE, TN 37203
 www.tomas-smith.com

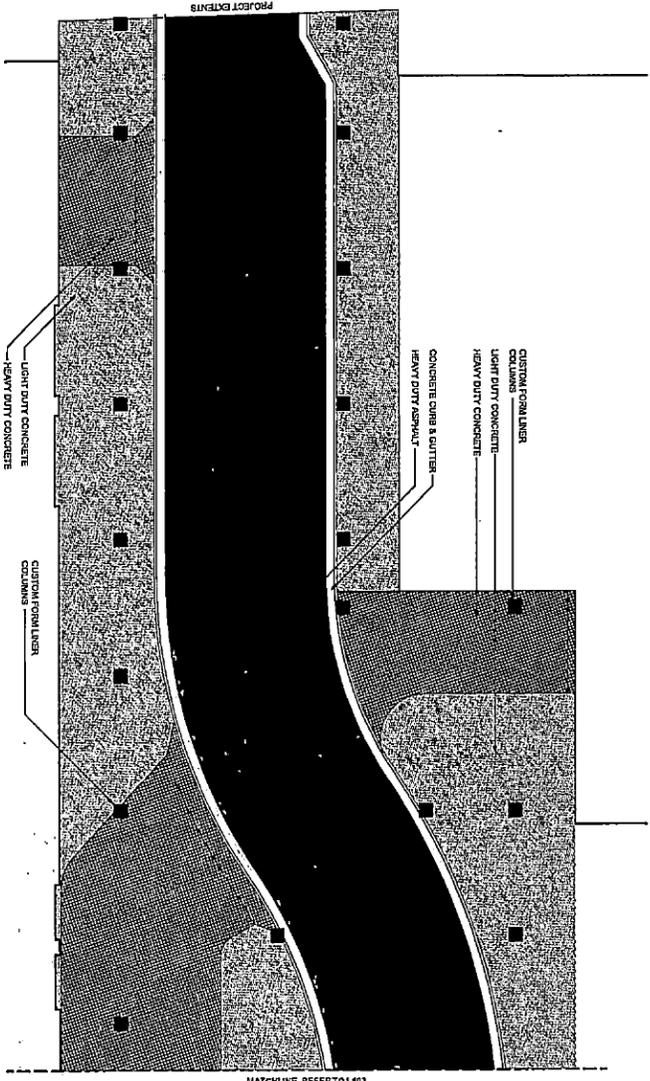
GRESHAM SMITH AND PARTNERS
 1000 BROADWAY
 NASHVILLE, TN 37203
 www.greshamsmith.com

G S & P
 Civil Services
 For The Built
 Environment
GRESHAM SMITH AND PARTNERS
 www.greshamsmith.com

Drawn By:
Checked By:
Approved By:



LEGEND



LEGEND

- 4" LIGHT DUTY CONCRETE
- 8" HEAVY DUTY CONCRETE
- HEAVY DUTY ASPHALT PAVING

NOTES

1) REFER TO OWNER PROJECT REQUIREMENTS (OPR) FOR MORE INFORMATION.



Design Services
Equipment
GRESHAM
SMITH AND
PARTNER
www.greshamsmith.com



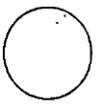
LINCOLN
PROPERTY
COMPANY
UNIVERSITY CITY CENTER
NASHVILLE, TN



SOUTHWEST WATER PARTNERS
3750 LISA COURT, SUITE 200
NASHVILLE, TN 37217

NASHVILLE YARDS

COMPONENT S: UPPER 10TH AVENUE
NASHVILLE, TN

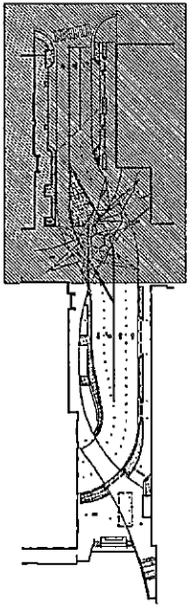
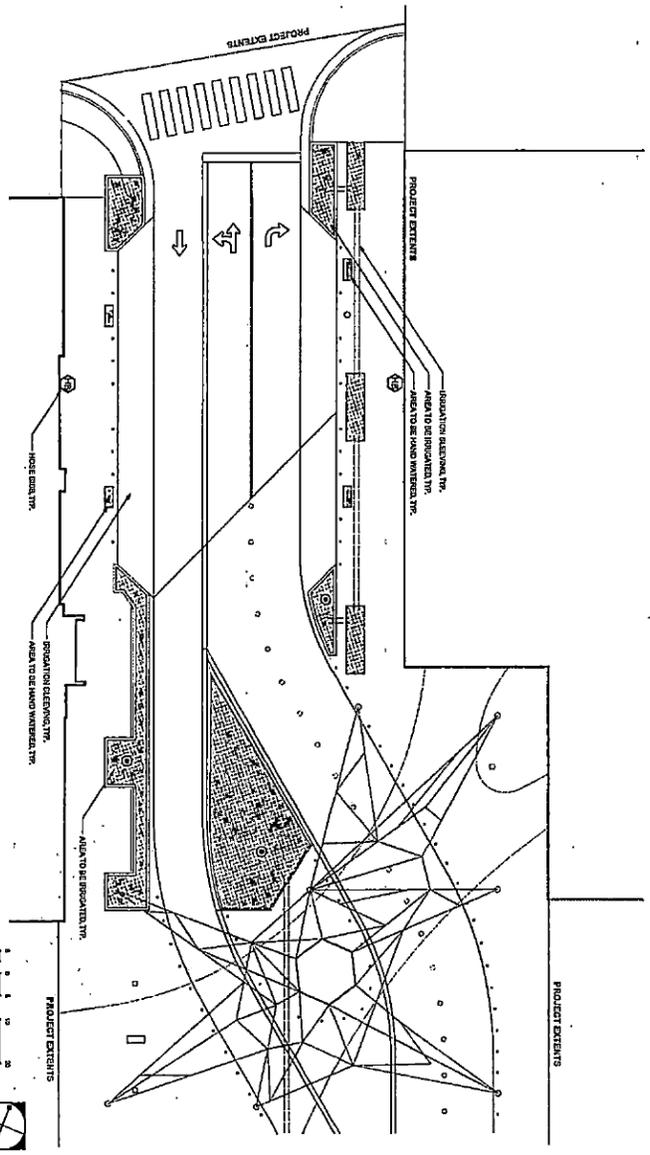


No.	Date	Description	Revised

LOWER 10TH AVE
MATERIAL PLAN 03

L102

PROJECT NAME
DATE: November 13, 2012
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]



- LEGEND**
- AREA TO BE HAND WATERED, TYP.
 - IRRIGATION SYSTEM, TYP.
 - HOSE REEL, TYP.
 - STAND UP, TYP.

- NOTES**
- 1) ALL IRRIGATION MATCHES ARE SHOWN IN SCHEMATIC FORM.
 - 2) IRRIGATION TO BE DESIGNED AS A HIGH EFFICIENCY SYSTEM.
 - 3) LOCATE WATER METER, LOW PRESSURE, AND CONTROLLER INSIDE BUILDING TO BE COORDINATED WITH GENERAL CONTRACTOR.
 - 4) GENERAL CONTRACTOR TO PROVIDE CONDUIT AND ELECTRICAL SERVICE FOR CONTROLLER TO BE COORDINATED WITH LANDSCAPE CONTRACTOR.
 - 5) PROVIDE INSULATED PIPES FOR ALL IRRIGATION LINES NOT LOCATED WITHIN SOIL MEDIA.
 - 6) SHOW WATER TO BE PROVIDED AT LOWEST POINT IN THE SYSTEM TO ALLOW FOR WINTERIZATION OF SYSTEM.
 - 7) REFER TO OTHER PROJECT REQUIREMENTS (OPR) FOR MORE INFORMATION.



Design Services
 For The Built
 Environment
**GRESHAM
 SMITH AND
 PARTNER**
 www.greshamsmith.com
 2121 West End Avenue
 Nashville, TN 37203
 615.259.8800



**LINCOLN
 PROPERTY
 COMPANY**
 LINCOLN PROPERTY COMPANY
 Nashville, TN

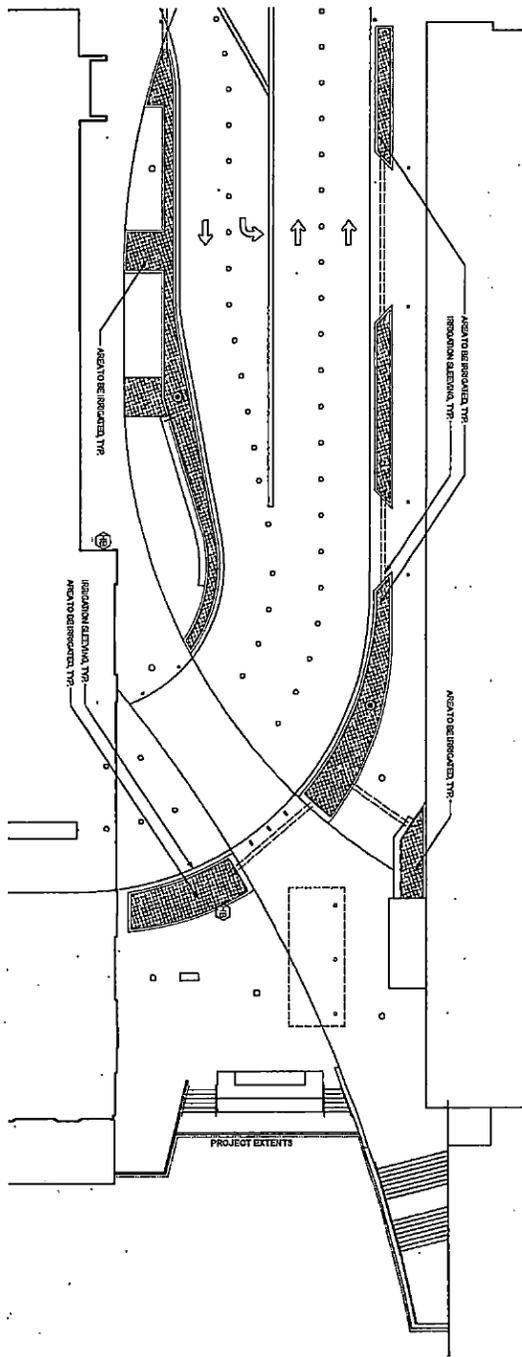
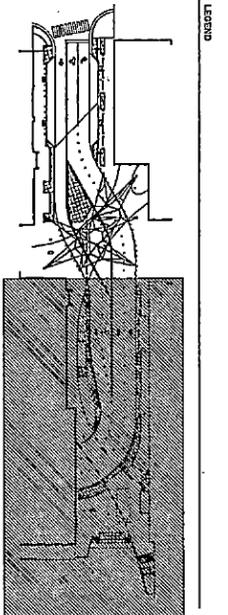


NASHVILLE YARDS
 COMPONENT S: UPPER 10TH AVENUE
 NASHVILLE, TN

No.	Date	Description

1500
 UPPER 10TH AVE
 IRRIGATION
 PLAN 01

PROJECT: 4281
 DATE: 08/20/2012
 DRAWN BY: J. W. WILSON
 CHECKED BY: J. W. WILSON
 APPROVED BY: J. W. WILSON



LEGEND

- AREA TO BE IRRIGATED, TYP.
- AREA TO BE REGRASSED, TYP.
- IRRIGATION SCHEDULE, TYP.
- SPRINKLER, TYP.
- VALVE, TYP.
- RISER, TYP.

NOTES

- 1) ALL IRRIGATION HARDWARE ARE SHOWN IN SCHEDULE FORM.
- 2) IRRIGATION TO BE DESIGNED AS A HIGH EFFICIENCY SYSTEM.
- 3) LOCATE LETTER, MANHOLE, VALVE, RISER, AND CONTROLLER INSIDE BUILDING. TO BE COORDINATED WITH GENERAL CONTRACTOR.
- 4) GENERAL CONTRACTOR TO PROVIDE CONDUIT AND ELECTRICAL SERVICE FOR CONTROLLER. TO BE COORDINATED WITH LANDSCAPE CONTRACTOR.
- 5) PROVIDE INSULATED PRESS FOR ALL IRRIGATION LINES NOT LOCATED WITHIN SOIL MEDIA.
- 6) DOWN VALVE TO BE PROVIDED AT LOWEST POINT IN THE SYSTEM TO ALLOW FOR WINTERIZATION OF SYSTEM.
- 7) REFER TO OWNER PROJECT REQUIREMENTS (OPR) FOR MORE INFORMATION.



Design Services
 For The Built
 Environment
**GRESHAM
 SMITH AND
 PARTNERS**
 www.greshamsmith.com

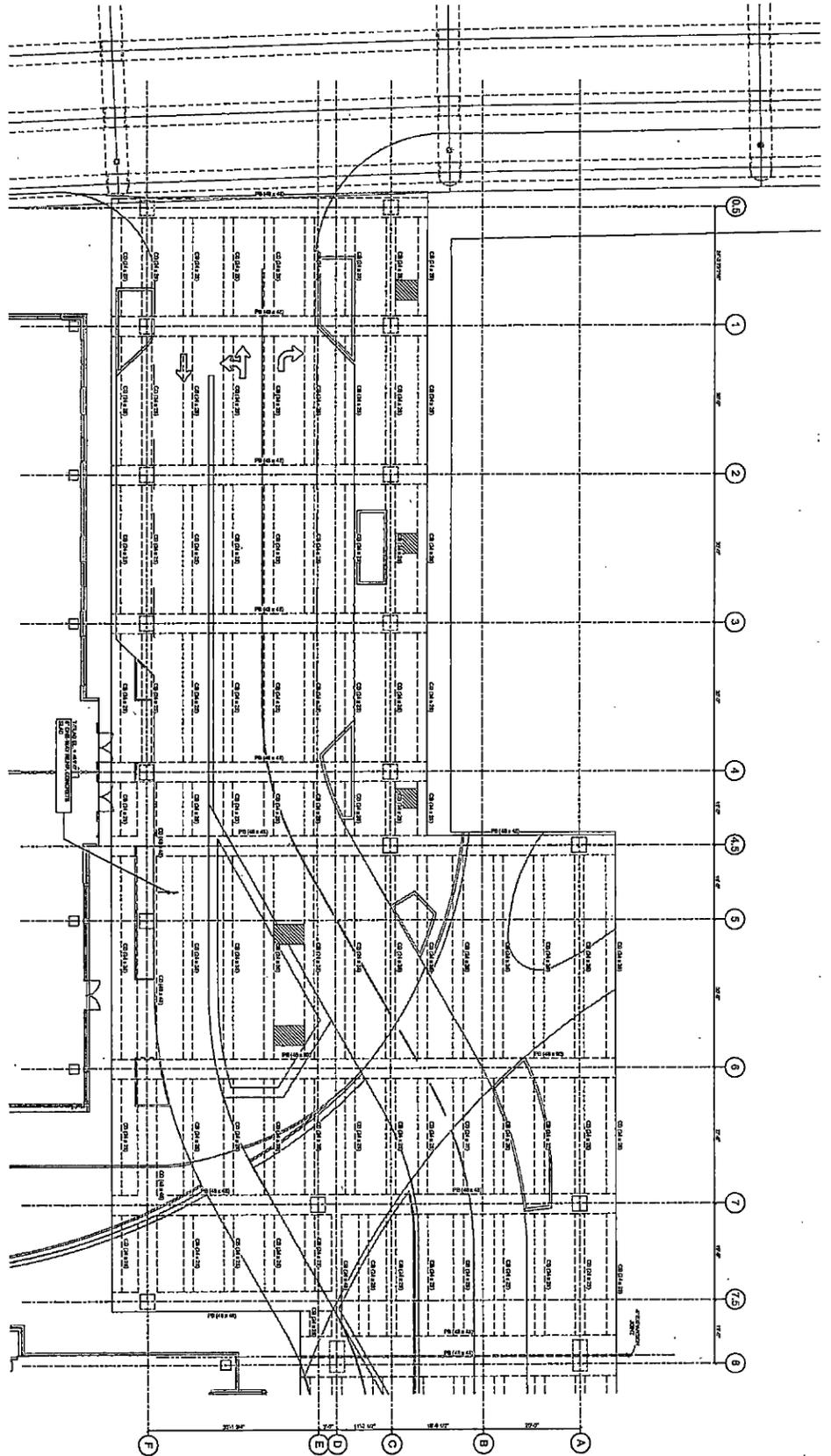


**Lincoln
 Property
 Company**
 LINCOLN PROPERTY COMPANY
 1000 WEST WALKER AVENUE
 SUITE 1000
 NASHVILLE, TN 37203

NASHVILLE YARDS
 COMPONENT 5: UPPER 10TH AVENUE
 NASHVILLE, TN

NO.	DATE	DESCRIPTION

LS01
 UPPER 10TH AVE
 IRRIGATION
 PLAN 02



LEVEL 01 (UPPER 10TH) - WEST



G S & P
 Design Services
 For The Built
 Environment
**GREHAM
 SMITH AND
 PARTNERS**
 www.gshsmth.com
 312 West End Avenue
 Nashville, TN 37203



**LINCOLN
 PROPERTY
 COMPANY**
 LINCOLN PROPERTY COMPANY
 Nashville, TN



NASHVILLE YARDS
 UPPER 10TH PLAZA
 NASHVILLE, TN



No.	Date	Description

S202W
 PODIUM FRAMING PLAN
 - WEST

EXHIBIT D

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

BEING A RIGHT OF WAY DEDICATION IN THE 19TH CIVIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING BOUNDED ON THE SOUTH AND NORTH BY RIGHT-OF-WAY (R/W) OF 10TH AVENUE NORTH (PUBLIC R/W VARIES), ON THE WEST BY LOT 2 OF THE NASHVILLE YARDS SUBDIVISION PARCEL 1 OF RECORD IN INSTRUMENT #20171010-0103766 (R.O.D.C.T.), AND ON THE EAST BY LOT 9A OF THE NASHVILLE YARDS SUBDIVISION PARCEL 9 OF RECORD INSTRUMENT # 20171204-0123588 (R.O.D.C.T.), SAID DEDICATION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE EASTERLY R/W OF 10TH AVENUE NORTH BEING THE SOUTHEAST CORNER OF THE EASEMENT HEREIN DESCRIBED, HAVING A NORTHING OF 665,591.96 AND AN EASTING OF 1,736,792.51 (NAD83); THENCE CROSSING 10TH AVENUE SOUTH 62 DEGREES 54 MINUTES 01 SECONDS WEST, 44.36 FEET TO A POINT; THENCE WITH THE WESTERLY R/W OF 10TH AVENUE NORTH 27 DEGREES 11 MINUTES 08 SECONDS WEST, 334.10 FEET TO A POINT; THENCE SOUTH 63 DEGREES 09 MINUTES 36 SECONDS WEST, 34.72 FEET TO AN IRON ROD (OLD); THENCE NORTH 27 DEGREES 15 MINUTES 14 SECONDS WEST, 224.42 FEET TO A POINT; THENCE CROSSING 10TH AVENUE WITH THE SOUTHERLY R/W OF CHURCH STREET NORTH 61 DEGREES 13 MINUTES 12 SECONDS EAST, 39.71 FEET TO A POINT; THENCE LEAVING CHURCH STREET R/W WITH THE EASTERLY R/W OF 10TH AVENUE SOUTH 27 DEGREES 14 MINUTES 18 SECONDS EAST, 129.45 FEET TO A POINT; THENCE NORTH 62 DEGREES 26 MINUTES 42 SECONDS EAST, 39.99 FEET TO A POINT; THENCE SOUTH 27 DEGREES 07 MINUTES 32 SECONDS EAST, 40.13 FEET TO A POINT; THENCE SOUTH 27 DEGREES 07 MINUTES 32 SECONDS EAST, 390.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,655 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

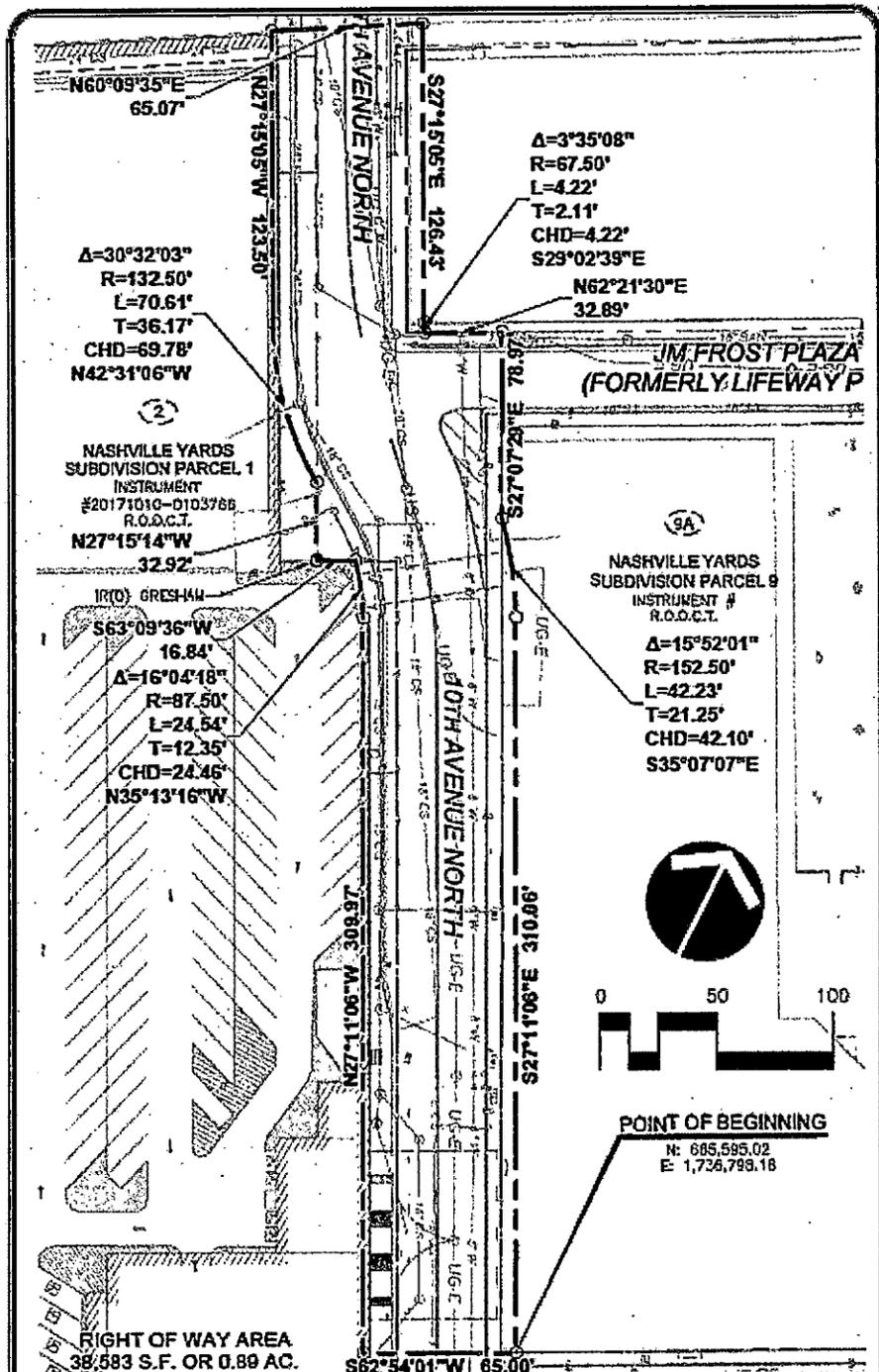
EXHIBIT E

DESCRIPTION OF UPPER TENTH EASEMENT

BEING AN AIR RIGHTS EASEMENT IN THE 19TH CIVIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING LOCATED ABOVE THE RIGHT OF WAY OF 10TH AVENUE NORTH. BEING BOUNDED ON THE SOUTH AND NORTH BY RIGHT-OF-WAY (R/W) OF 10TH AVENUE NORTH (PUBLIC R/W VARIES), ON THE WEST BY LOT 2 OF THE NASHVILLE YARDS SUBDIVISION PARCEL 1 OF RECORD IN INSTRUMENT #20171010-0103766 (R.O.D.C.T.), AND ON THE EAST BY LOT 9A OF THE NASHVILLE YARDS SUBDIVISION PARCEL 9 OF RECORD IN INSTRUMENT # 20171204-0123588 (R.O.D.C.T.), SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE EASTERLY R/W OF 10TH AVENUE NORTH BEING THE SOUTHEAST CORNER OF THE EASEMENT HEREIN DESCRIBED, HAVING A NORTHING OF 665,595.02 AND AN EASTING OF 1,736,798.18 (NAD83); THENCE CROSSING 10TH AVENUE SOUTH 62 DEGREES 54 MINUTES 01 SECONDS WEST, 65.00 FEET TO A POINT; THENCE WITH THE WESTERLY R/W OF 10TH AVENUE NORTH 27 DEGREES 11 MINUTES 06 SECONDS WEST, 309.97 FEET TO A POINT; THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 87.50 FEET, A CENTRAL ANGLE OF 16 DEGREES 04 MINUTES 18 SECONDS, AN ARC LENGTH OF 24.54 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 35 DEGREES 13 MINUTES 16 SECONDS WEST, 24.46 FEET TO A POINT; THENCE SOUTH 63 DEGREES 09 MINUTES 36 SECONDS WEST, 16.84 FEET TO AN IRON ROD (OLD); THENCE NORTH 27 DEGREES 15 MINUTES 14 SECONDS WEST, 32.92 FEET TO A POINT; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 132.50 FEET, A CENTRAL ANGLE OF 30 DEGREES 32 MINUTES 03 SECONDS, AN ARC LENGTH OF 70.61 FEET, AND A CHORD BEARING AND LENGTH OF NORTH 42 DEGREES 31 MINUTES 06 SECONDS WEST, 69.78 FEET TO A POINT; THENCE NORTH 27 DEGREES 15 MINUTES 05 SECONDS WEST, 123.50 FEET TO A POINT IN THE SOUTHERLY R/W OF CHURCH STREET; THENCE CROSSING 10TH AVENUE WITH THE SOUTHERLY R/W OF CHURCH STREET NORTH 60 DEGREES 09 MINUTES 35 SECONDS EAST, 65.07 FEET TO A POINT; THENCE LEAVING CHURCH STREET R/W WITH THE EASTERLY R/W OF 10TH AVENUE SOUTH 27 DEGREES 15 MINUTES 05 SECONDS EAST, 126.43 FEET TO A POINT; THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 67.50, A CENTRAL ANGLE OF 03 DEGREES 35 MINUTES 08 SECONDS, AN ARC LENGTH OF 4.22 FEET, A CHORD BEARING AND LENGTH OF SOUTH 29 DEGREES 02 MINUTES 39 SECONDS EAST, 4.22 FEET TO A POINT; THENCE NORTH 62 DEGREES 21 MINUTES 30 SECONDS EAST, 32.89 FEET TO A POINT; THENCE SOUTH 27 DEGREES 07 MINUTES 29 SECONDS EAST, 78.97 FEET TO A POINT; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 152.50, A CENTRAL ANGLE OF 15 DEGREES 52 SECONDS 01 MINUTES, AN ARC LENGTH OF 42.23 FEET, A CHORD BEARING AND LENGTH OF SOUTH 35 DEGREES 07 MINUTES 07 SECONDS EAST, 42.10 FEET TO A POINT; THENCE SOUTH 27 DEGREES 11 MINUTES 06 SECONDS EAST, 310.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,583 SQUARE FEET OR 0.89 ACRES, MORE OR LESS.



THIS INSTRUMENT IS SUBJECT TO THE AIR RIGHTS EASEMENT RECORDED IN INSTRUMENT # 15150, DATED JANUARY 23, 2018, IN THE 15TH COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE.

DATE	JANUARY 23, 2018
DESIGNED:	CDC
DRAWN:	SPB
SCALE:	1"=50'
JOB NO.	WAL CINDER
15150	0389

AIR RIGHTS EASEMENT
 FOR
UPTOWN PROPERTY
HOLDINGS INC.
 15TH COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE

RAGAN SMITH
 ARCHITECTS & CIVIL ENGINEERS
 1000 10TH AVENUE NORTH, SUITE 200
 NASHVILLE, TN 37203
 (615) 259-1111
 www.ragan-smith.com

EXHIBIT F

DESCRIPTION OF TURNAROUND EASEMENT

BEING AN AIR RIGHTS EASEMENT IN THE 19TH CIVIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING LOCATED ABOVE THE RIGHT OF WAY OF 10TH AVENUE NORTH. BEING BOUNDED ON THE SOUTH AND NORTH BY RIGHT-OF-WAY (R/W) OF 10TH AVENUE NORTH (PUBLIC R/W VARIES), ON THE WEST BY LOT 2 OF THE NASHVILLE YARDS SUBDIVISION PARCEL 1 OF RECORD IN INSTRUMENT #20171010-0103766 (R.O.D.C.T.), AND ON THE EAST BY LOT 9A OF THE NASHVILLE YARDS SUBDIVISION PARCEL 9 OF RECORD IN INSTRUMENT # 20171204-0123588 (R.O.D.C.T.), SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE EASTERLY R/W OF 10TH AVENUE NORTH BEING THE SOUTHEAST CORNER OF THE EASEMENT HEREIN DESCRIBED, HAVING A NORTHING OF 665,595.02 AND AN EASTING OF 1,736,798.18 (NAD83); THENCE CROSSING 10TH AVENUE SOUTH 62 DEGREES 54 MINUTES 01 SECONDS WEST, 65.00 FEET TO A POINT; THENCE WITH THE WESTERLY R/W OF 10TH AVENUE NORTH 27 DEGREES 11 MINUTES 06 SECONDS WEST, 309.97 FEET TO A POINT; THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 87.50 FEET, A CENTRAL ANGLE OF 16 DEGREES 04 MINUTES 18 SECONDS, AN ARC LENGTH OF 24.54 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 35 DEGREES 13 MINUTES 16 SECONDS WEST, 24.46 FEET TO A POINT; THENCE SOUTH 63 DEGREES 09 MINUTES 36 SECONDS WEST, 16.84 FEET TO AN IRON ROD (OLD); THENCE NORTH 27 DEGREES 15 MINUTES 14 SECONDS WEST, 32.92 FEET TO A POINT; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 132.50 FEET, A CENTRAL ANGLE OF 30 DEGREES 32 MINUTES 03 SECONDS, AN ARC LENGTH OF 70.61 FEET, AND A CHORD BEARING AND LENGTH OF NORTH 42 DEGREES 31 MINUTES 06 SECONDS WEST, 69.78 FEET TO A POINT; THENCE NORTH 27 DEGREES 15 MINUTES 05 SECONDS WEST, 123.50 FEET TO A POINT IN THE SOUTHERLY R/W OF CHURCH STREET; THENCE CROSSING 10TH AVENUE WITH THE SOUTHERLY R/W OF CHURCH STREET NORTH 60 DEGREES 09 MINUTES 35 SECONDS EAST, 65.07 FEET TO A POINT; THENCE LEAVING CHURCH STREET R/W WITH THE EASTERLY R/W OF 10TH AVENUE SOUTH 27 DEGREES 15 MINUTES 05 SECONDS EAST, 126.43 FEET TO A POINT; THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 67.50, A CENTRAL ANGLE OF 03 DEGREES 35 MINUTES 08 SECONDS, AN ARC LENGTH OF 4.22 FEET, A CHORD BEARING AND LENGTH OF SOUTH 29 DEGREES 02 MINUTES 39 SECONDS EAST, 4.22 FEET TO A POINT; THENCE NORTH 62 DEGREES 21 MINUTES 30 SECONDS EAST, 32.89 FEET TO A POINT; THENCE SOUTH 27 DEGREES 07 MINUTES 29 SECONDS EAST, 78.97 FEET TO A POINT; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 152.50, A CENTRAL ANGLE OF 15 DEGREES 52 SECONDS 01 MINUTES, AN ARC LENGTH OF 42.23 FEET, A CHORD BEARING AND LENGTH OF SOUTH 35 DEGREES 07 MINUTES 07 SECONDS EAST, 42.10 FEET TO A POINT; THENCE SOUTH 27 DEGREES 11 MINUTES 06 SECONDS EAST, 310.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,583 SQUARE FEET OR 0.89 ACRES, MORE OR LESS.