

This Instrument was prepared by:
STATE OF TENNESSEE
Real Estate Asset Management
312 Rosa L. Parks Avenue, 24th Floor
Nashville, TN 37214

STATE OF TENNESSEE
SIDEWALK, BUS STOP, AND DRAINAGE EASEMENT AGREEMENT
ESC Transaction 16-12-009

KNOWN BY ALL MEN PRESENT, that on this the ____ day of _____, 2018, for and in consideration of the sum of ten dollars (\$10.00), cash in hand paid to the STATE OF TENNESSEE, hereinafter termed "Grantor," by the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, its successors and assigns, and the METROPOLITAN TRANSIT AUTHORITY, hereinafter collectively termed "Grantees," and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold, and does hereby grant and convey unto Grantees a permanent easement for use as a sidewalk, bus stop, and drainage area ("Sidewalk, Bus Stop, and Drainage Easement") over, under, across and upon the property described in Exhibit A and shown in Exhibit B ("Easement Area") together with a temporary construction easement, ten feet wide, contiguous to the boundary lines of the Sidewalk, Bus Stop, and Drainage Easement for the purpose of contractor's access ("Temporary Construction Easement").

This conveyance shall be subject to all applicable easements, rights-of-way, and other restrictions of record in the Register's Office of Davidson County, Tennessee.

The parties agree as follows:

1. The Sidewalk, Bus Stop, and Drainage Easement is granted to enable Grantees and their agents, contractors, and employees to construct, maintain, repair, rebuild, operate, and patrol a bus stop, together with pedestrians a right of ingress/egress over, under, across and upon the Easement Area, together with the reasonable right of ingress/egress over any adjacent property belonging to Grantor to or from the Sidewalk, Bus Stop, and Drainage Easement. Further, the Sidewalk, Bus Stop, and Drainage Easement is granted to enable Grantees to grade, level, slope, fill, and compact the Easement Area located near said sidewalk and bus stop for the purpose of providing and maintaining proper drainage grade. Grantees and their agents, contractors, and employees shall have full right to enter upon the Easement Area to survey, construct, repair, remove, replace, inspect, improve, and maintain a suitable slope or grade which will provide the proper drainage grade.

2. Grantor conveys the Temporary Construction Easement for the purpose of providing Grantees and their agents and contractors access to the Easement Area for construction and repairs for a period of three (3) years from and after the commencement of construction on the property or completion of the project, whichever occurs first.

3. The METROPOLITAN TRANSIT AUTHORITY, at its sole expense, shall maintain the bus stop and the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY shall maintain the sidewalk in a state of good repair. Notwithstanding the foregoing, if said bus stop becomes in a state of disrepair or in need of maintenance, Grantor shall notify the METROPOLITAN TRANSIT AUTHORITY and the METROPOLITAN TRANSIT AUTHORITY shall restore the bus stop to its original quality and condition, normal wear and tear excepted, at the METROPOLITAN TRANSIT AUTHORITY's sole cost and expense within 30 days

after receipt of notice, or within such longer period of time as may be required to complete the repair provided that the METROPOLITAN TRANSIT AUTHORITY commences the repair within such 30 day period and diligently pursue the repair to completion. If the METROPOLITAN TRANSIT AUTHORITY fails to complete said repair, then Grantor may make the appropriate repairs and invoice the METROPOLITAN TRANSIT AUTHORITY for all costs and expenses incurred by Grantor for such work, which invoice shall be paid by the METROPOLITAN TRANSIT AUTHORITY within 30 days after receipt. Notwithstanding the foregoing, if said sidewalk becomes in a state of disrepair or in need of maintenance, Grantor shall notify the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY and the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY shall restore the sidewalk to its original quality and condition, normal wear and tear excepted, at the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY's sole cost and expense within 30 days after receipt of notice, or within such longer period of time as may be required to complete the repair provided that the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY commences the repair within such 30 day period and diligently pursues the repair to completion. If the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY fails to complete said repair, then Grantor may make the appropriate repairs and invoice the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY for all costs and expenses incurred by Grantor for such work, which invoice shall be paid by the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY within 30 days after receipt.

4. The METROPOLITAN TRANSIT AUTHORITY, at its sole expense, shall maintain any improvements ("Related Improvements") constructed and/or located in the Easement Area relating to the bus stop, including but not limited to shelters, seats, and benches, in a state of good repair, maintaining and replacing the Related Improvements as necessary and keeping them free of all graffiti, trash, and debris. Grantor and its representatives, employees, agents, or independent contractors may enter and inspect the bus stop and Related Improvements at any time to verify the METROPOLITAN TRANSIT AUTHORITY's compliance with the terms and conditions of this Easement Agreement.

5. Grantees shall restore the Easement Area to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the bus stop and sidewalk installed by Grantees, as well as the new slope and grade installed by Grantees for drainage, and shall repair damages caused on the Easement Area or adjoining lands arising out of the construction, maintenance, and repair of said slope and grade when caused by the exercise of the rights hereby provided to Grantees. In the event damages are not restored by Grantees, Grantees shall pay Grantor for such damages; including the cost to restore and/or repair such damages. Any such damages payable hereunder shall be paid at the time such damages occur.

6. In no event shall Grantor bear liability for loss, expense, attorneys' fees or claims for injury or damages arising out of acts or omissions pursuant to this Easement Agreement on the part of Grantees. Likewise, Grantees shall bear no liability for loss, expense, attorneys' fees or claims for injury or damages arising out of acts or omissions in the performance of this Easement Agreement on the part of Grantor. It is the express intention of the parties hereto that neither shall bear liability for injury or loss caused by the other party.

7. Grantor reserves the right to use the Easement Area in any manner that will not prevent or interfere with the rights granted to Grantees by this Easement Agreement; provided, however, that Grantor shall not obstruct or permit the obstruction of the Easement Area at any time without the consent of Grantees.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

STATE OF TENNESSEE

David Briley, Mayor

BY: _____
Robert E. Oglesby, Commissioner

ATTEST:

APPROVED:

Elizabeth Waites
Metropolitan Clerk

Herbert H. Slatery III
Attorney General and Reporter

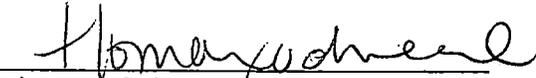
APPROVED AS TO FORM & LEGALITY:



Assistant Metropolitan Attorney

Bill Haslam, Governor

APPROVED AS TO AVAILABILITY OF FUNDS:



Director of Finance *TM* *AK*

RECOMMENDED BY:

SK Wahlstrom
for M. Sturtevant

Director of Public Works

METROPOLITAN TRANSIT AUTHORITY, a Tennessee body politic:

Stephen Bland
Chief Executive Officer

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

STATE OF TENNESSEE

David Briley, Mayor

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Robert E. Oglesby, Commissioner

ATTEST:

APPROVED:

Elizabeth Waites
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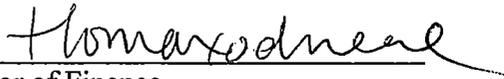
Herbert H. Slatery III
Attorney General and Reporter

APPROVED AS TO FORM & LEGALITY:

Assistant Metropolitan Attorney

Bill Haslam, Governor

APPROVED AS TO AVAILABILITY OF FUNDS:



Director of Finance

RECOMMENDED BY:

Director of Public Works

METROPOLITAN TRANSIT AUTHORITY, a Tennessee body politic:



Stephen Bland
Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY:

Candi Henry
Dodson Parker Behm & Capparella, PC
General Counsel for MTA

**STATE OF TENNESSEE)
COUNTY OF DAVIDSON)**

Personally appeared before me the undersigned Notary Public for Davidson County, **ROBERT E. OBLESBY**, Commissioner of General Services with whom I am personally acquainted and who, upon his oath, acknowledged that he is the Commissioner of General Services and that he as Commissioner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the State of Tennessee by himself as Commissioner.

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

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for said State and County duly commissioned and qualified personally appeared, DAVID BRILEY, Mayor of METROPOLITAN NASHVILLE AND DAVIDSON COUNTY, with whom I am personally acquainted, and who, upon his oath, acknowledges himself to be the Mayor of METROPOLITAN NASHVILLE AND DAVIDSON COUNTY, the within named bargainer, a Municipal Corporation of the State of Tennessee, and that he as such Mayor of said City, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such Mayor of said City.

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

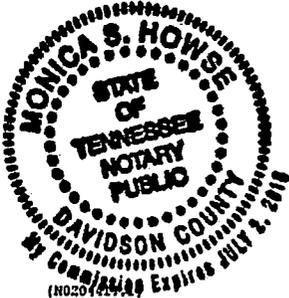
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for said State and County duly commissioned and qualified personally appeared, STEPEHEN BLAND, Chief Executive Officer of The METROPOLITAN TRANSIT AUTHORITY, with whom I am personally acquainted, and who, upon his oath, acknowledges himself to be the Chief Executive Officer of The METROPOLITAN TRANSIT AUTHORITY, the within named bargainer, a Tennessee body politic, and that he as such Chief Executive Officer of said Metropolitan Transit Authority, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such Chief Executive Officer of said Metropolitan Transit Authority.

23rd Witness my hand and seal at office in Nashville, Davidson County, Tennessee, this the _____ day of *May*, 2018.



Monica S. Howse

Notary Public

My Commission Expires: *July 2, 2018*

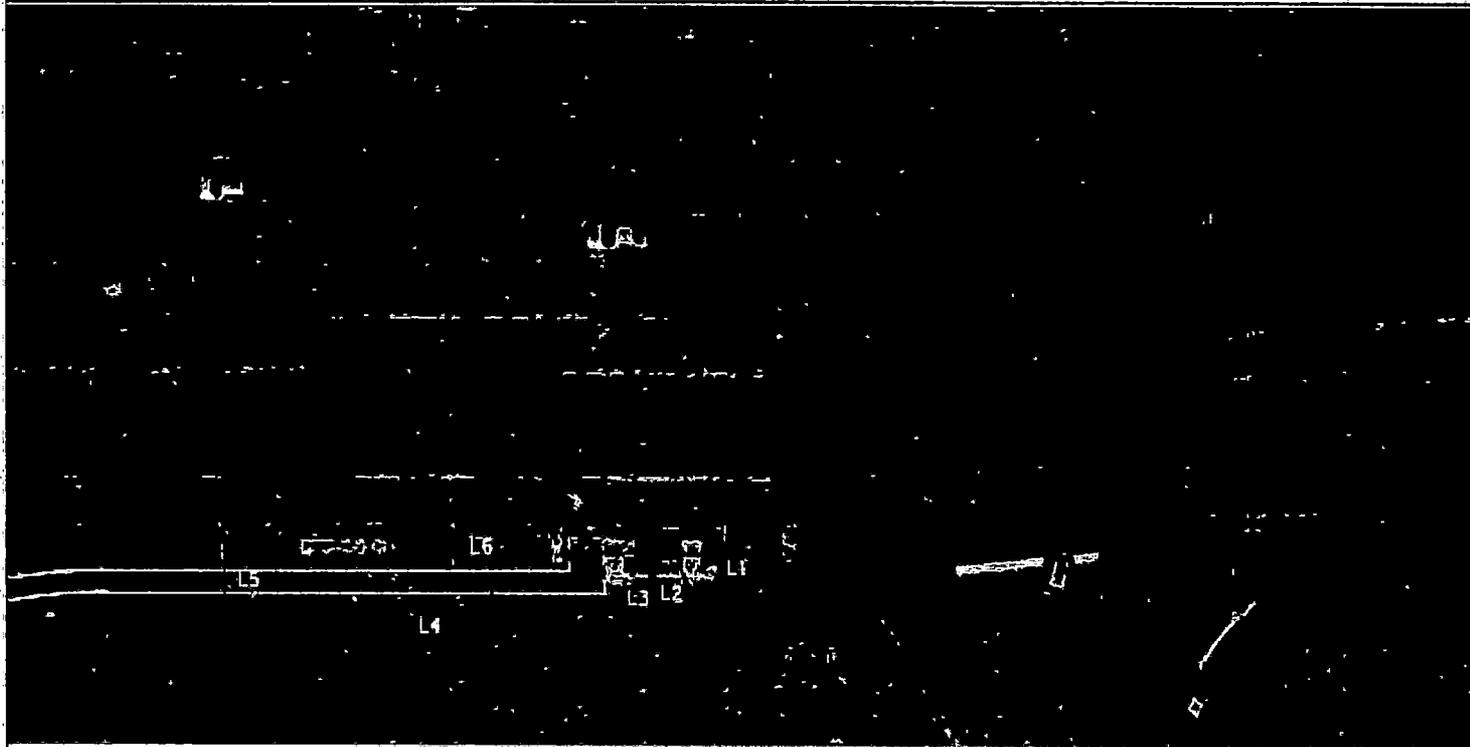
Exhibit A

MURFREESBORO PIKE SIDEWALK, BUS STOP, AND DRAINAGE EASEMENT AREA

“EASEMENT AREA”

Beginning on an iron pin in the South East Right of Way of Murfreesboro Pike on State Plane Grid Coordinates Northing 645,795.6460 Easting 1,769,995.2145 thence South 27°57'56" West a distance of 5.81 feet, thence North 62°02'04" West a distance of 25.40 feet, thence South 27°57'56" East a distance of 7.89 feet, thence North 62°02'04" West a distance of 101.50 feet to thence North 77°37'33" East a distance of 21.16 thence South 62°02'04" 110.57 feet to the point of beginning, containing 1,279.80 square feet.

The herein described easement being a portion of the State of Tennessee property as described in Instrument Number BD-0-0001397 in the Register's Office of Davidson County, Tennessee.



▨ SIDEWALK AND DRAINAGE ESMT.=1427.44 SF

NUMBER	DIRECTION	DISTANCE
L1	S81°51'56"W	5.88'
L2	N42°02'01"E	21.40'
L3	S81°57'36"W	7.08'
L4	N62°02'04"W	106.58'
L5	N77°32'33"E	21.58'
L6	S62°02'04"E	216.73'

NOTE: BEARINGS ARE RELATIVE TO EACH OTHER ONLY.

SHEET 1 OF 1

MURFREESBORO PIKE TSP
 MURFREESBORO PIKE AT DONELSON PIKE
 NASHVILLE, TENN.
 SURVEY BY CANNON & CANNON DATE 01-16 BOOK N/A
 DRAFTSMAN RBS DATE 11-10 SCALE 1"=30'