

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 3
6601 Centennial Blvd.
Nashville, TN 37243
(Local Government)

Project Nos. I-40-4(19)208 /
19005-2102-44
Tract Nos. Multiple
Davidson County
Request No. 7383

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the _____ day of _____, 20____ by and between the STATE OF TENNESSEE, acting by and through its Commissioner of Transportation (hereinafter referred to as “State”) and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE NASHVILLE DEPARTMENT OF TRANSPORTATION AND MULTIMODAL INFRASTRUCTURE (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises to install, operate, and maintain transportation art on the south side of Mulberry Street along the I-40 overpass solid retaining wall in Davidson County, Tennessee being more specifically described in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to install, operate, and maintain transportation art on the south side of Mulberry Street along the I-40 overpass solid retaining wall in Davidson County, Tennessee (hereinafter referred to as the “Improvements”).
2. **USE OF LICENSED PREMISES** – Licensee shall be permitted to use the Licensed Premises **for a public use purpose, subject to cancellation for failure to continue public use** for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee’s use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a 10-year, renewable license which shall begin on _____, 20____ and shall end on _____, 20____.

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5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;
7. **IMPROVEMENTS:**
 - A. Any improvement(s) made pursuant to this License Agreement by Licensee shall be subject to the prior written approval of the State. Any improvement(s) erected upon said Licensed Premises, whether erected before or after this License Agreement, must be properly maintained in such manner as to cause no interference with traffic and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the State, the State shall be notified, and such improvement(s) and area shall immediately be brought up to such standards by the Licensee upon being directed to do so by a representative of the State.
 - B. If Licensee proposes to construct any improvement over or under the roadway, Licensee shall submit detailed plans to the State for prior approval. If approved, Licensee shall construct and maintain the improvement in accordance with the approved plans and any additional standards established by the State, as set forth in Exhibit A hereto or as it may hereafter be amended. Whether an improvement has been erected before or after this License Agreement, Licensee shall inspect the improvement at least one (1) time during any consecutive twelve (12) month period of this License Agreement to determine if the improvement is structurally sound and maintained in accordance with the standards set by the State. The inspections shall be conducted by, or under the supervision of, a professional engineer licensed in the State of Tennessee and in a manner substantially similar to the inspection standards for bridges and tunnels established in 23 C.F.R. Part 650, as determined by the State. Licensee shall submit a copy of each inspection report to the State, and Licensee shall retain a copy of all inspection reports made during the term of this License Agreement. Licensee grants the State, and its contractors or agents, a right to enter to the Licensed Premises upon the State’s request for the purpose of conducting an inspection of any improvement made pursuant to this License Agreement. Licensee shall promptly repair any structural or other deficiencies in the improvement identified in the Licensee’s or the State’s inspection. Any repair(s) made by Licensee are subject to approval by the State.
8. **TRAFFIC CONTROL** – At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
9. **FIRE HAZARD** – The Licensed Premises shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.
10. **DAMAGE TO STATE PROPERTY** – Licensee shall be liable for any damage to state property resulting from Licensee’s use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the

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roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

11. **LIABILITY** – Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, *et seq.*, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
12. **INSURANCE** – The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, *et seq.* The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
13. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of Tenn. Code Ann. § 65-31-101 *et seq.* are met.
14. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
15. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of

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Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.

16. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License Agreement, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (36 C.F.R. Part 1190; published in the Federal Register, August 8, 2023).
17. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee’s use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
18. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 C.F.R. Part 774 (hereinafter referred to as “Section 4(f)”). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee’s adjacent or nearby property for protection under Section 4(f).
19. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this License Agreement acquire, permanent ownership or control over the Licensed Premises.
20. **TERMINATION** – The State may terminate this License Agreement at will with 60 days written notice to Licensee.
21. **ASSIGNMENT** – The License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

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TO THE LICENSEE:

Nashville Department of Transportation
and Multimodal Infrastructure
Attn: J.D. Lane
750 South 5th Street
Nashville, Tennessee 37206

TO THE STATE:

Department of Transportation
Brian Dickerson, Excess Land Office
James K. Polk Bldg., 6th Floor
505 Deaderick Street
Nashville, Tennessee 37243

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed the day and year first above written.

LICENSEE:

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY BY
AND THROUGH THE NASHVILLE
DEPARTMENT OF TRANSPORTATION
AND MULTIMODAL INFRASTRUCTURE**

Freddie O’Connell, Mayor
The Metropolitan Government of Nashville
and Davidson County

DATE: _____

RECOMMENDED BY:

Signed by:
Diana W. Alarcon

AC74F1CC700F4DA...
Diana W. Alarcon, Director
Nashville Department of Transportation and
Multimodal Infrastructure

DATE: 1/21/2025

APPROVED AS TO AVAILABILITY
OF FUNDS:

Signed by:
Janneen Reed/mjw

02377A2A8742409...
Director of Finance
Department of Finance

DATE: 1/21/2025

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:
Erica Haber

D4F54A5818BD454...
Assistant Metropolitan Attorney

DATE: 1/22/2025

STATE OF TENNESSEE

Howard H. Eley
Deputy Governor and Commissioner
Tennessee Department of Transportation

DATE: _____

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APPROVED AS TO FORM
AND LEGALITY:

Leslie South, General Counsel
Tennessee Department of Transportation

DATE: _____

Exhibit A



09/18/2024

Mulberry Street Mural
TDOT Initial Requirements (Final Plans)

| | | | |
|----------------------|---------------|---|--|
| PROJECT NO. 20210269 | SUBMITTAL 001 | DATE 09/13/2024 | Notes |
| | | <p>© 2024 COOPER CARRY, INC. 191 Peachtree Street NE, Suite 2400, Atlanta, Georgia 30303 TEL 404 237 2000</p> | <p>MODERA SOBRO Phase I & II 825 6th Ave.</p> |

Content:

- 1. A site-specific proposal**
(drawing with vicinity map).
- 2. Dimensions and offsets (right-of-way lines, edge of pavement, center line, and clear recovery zone).**
- 3. The location for placement of the proposed Gateway Monument or Art (topography).**
- 4. The proposed Gateway Monument or Art.**
- 5. A discussion of proposed materials, colors, and text.**
- 6. Any proposed message to be communicated.**

ZONING INFORMATION

ZONING | NASHVILLE DOWNTOWN CODE
SUBDISTRICT | LAFAYETTE

SITE INFORMATION

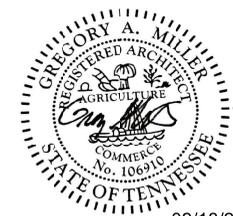
ADDRESS | 825 6TH AVENUE SOUTH, NASHVILLE, TN 37203
OWNER | CPC-8 TO 5, L.P.
APPLICANT | MILL CREEK RESIDENTIAL TRUST
SITE ACREAGE | 3.89 ACRES (169,448 SF)
PARCEL ID | 09314047900
COUNCIL DISTRICT NO. | 19
DISTRICT COUNCIL MEMBER | FREDDIE O'CONNELL
ZONING | DTC - LAFAYETTE SUBDISTRICT

FRONTAGE

PRIMARY STREET | DIVISION STREET
SECONDARY STREET | 6TH AVENUE SOUTH
OTHER STREET | MULBERRY STREET / VINE STREET

DTC MODIFICATIONS

TRANSFORMERS ON VINE STREET (MINOR)

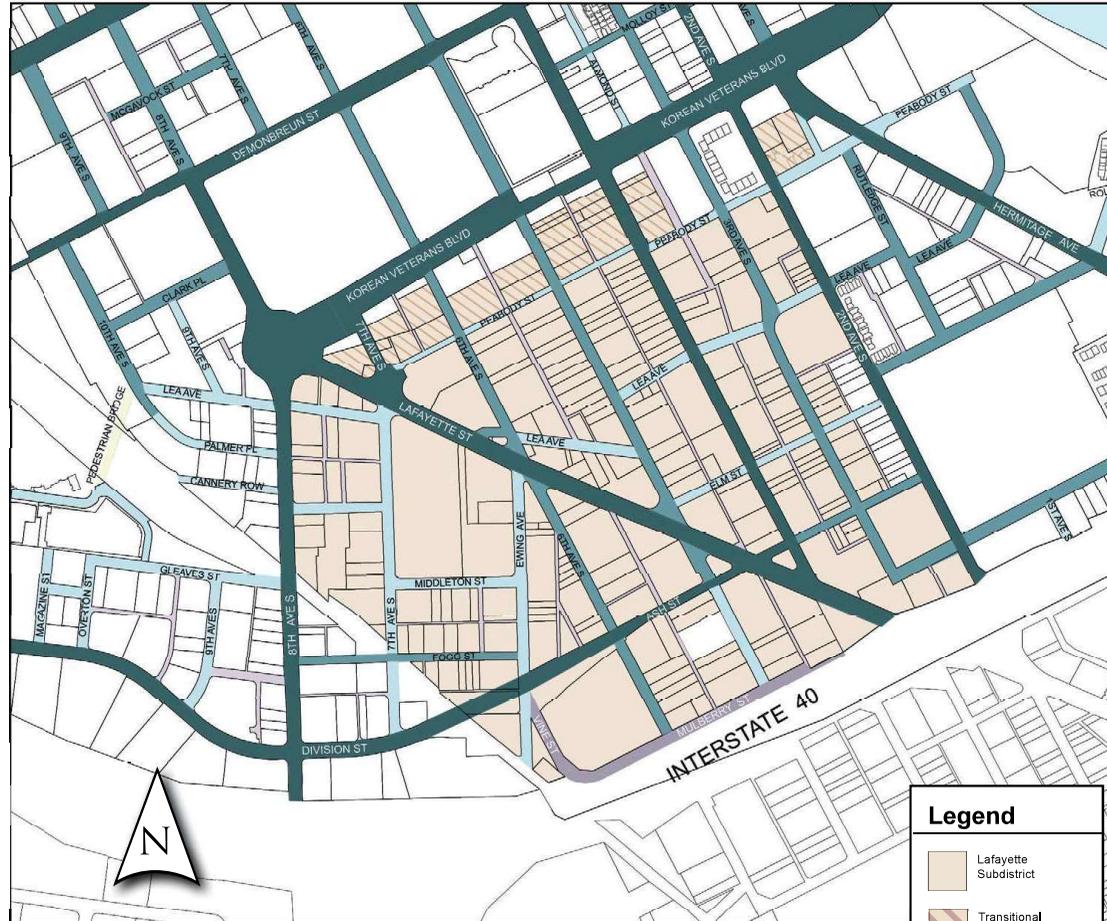


09/18/2024

| | | | | |
|----------------------|---------------|-----------------|-------|--------------------------|
| PROJECT NO. 20210269 | SUBMITTAL 001 | DATE 09/13/2024 | Notes | Table of Contents |
|----------------------|---------------|-----------------|-------|--------------------------|



Lafayette Subdistrict: Regulating Plan

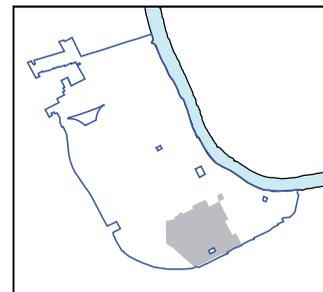


Legend

- Lafayette Subdistrict
- Transitional Properties
- Primary Street
- Secondary Street
- Tertiary Street
- Other Street
- Alley

The Lafayette neighborhood is currently a primarily industrial and business services environment with strong transportation connections to the Gulch, SoBro, Midtown, and South Nashville neighborhoods. This neighborhood will likely retain many of the industrial and business service uses while accommodating a greater variety of uses. The neighborhood is primarily low-rise and should act as a transition from the height of the Core and SoBro to the single-family neighborhoods to the South.

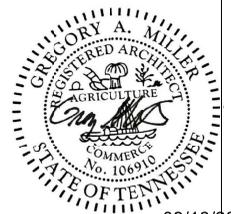
Transitional properties that consolidate to have frontage on the boulevard shall be part of the SoBro Subdistrict. Transitional properties that do not consolidate to have frontage on the boulevard shall be part of the Lafayette Subdistrict.



AERIAL VIEW OF LAFAYETTE SUBDISTRICT



AERIAL VIEW OF SITE LOCATION



09/18/2024

Lafayette Subdistrict & Location Maps

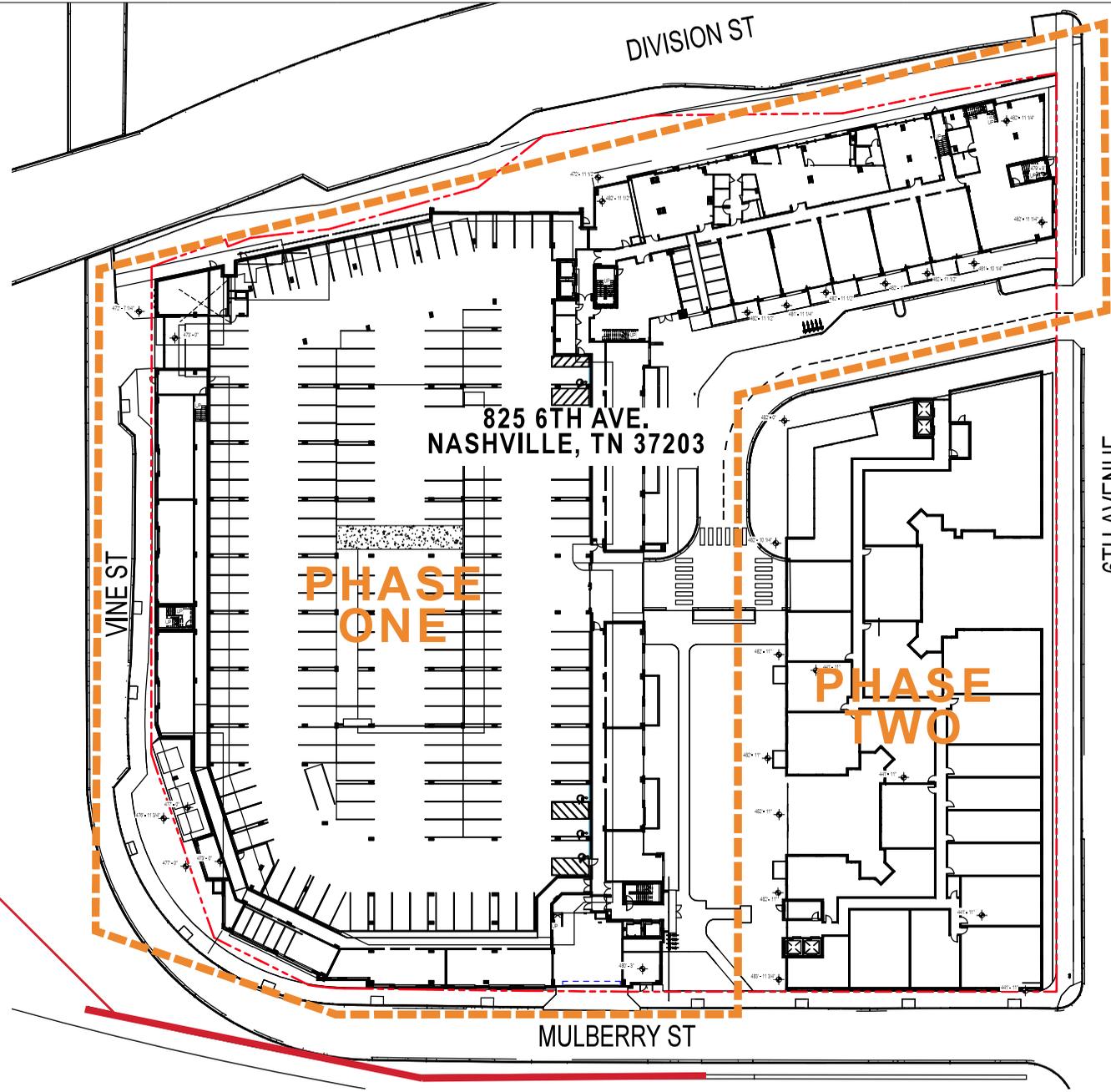
MODERA SOBRO Phase I & II
825 6th Ave.



PROJECT NO. 20210269 SUBMITTAL 001 DATE 09/13/2024

Notes





View from 6th Ave.



View from Vine St.



09/18/2024

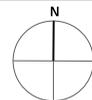
PROJECT NO. 20210269

SUBMITTAL 001

DATE 09/13/2024

Notes

Site Plan Diagram

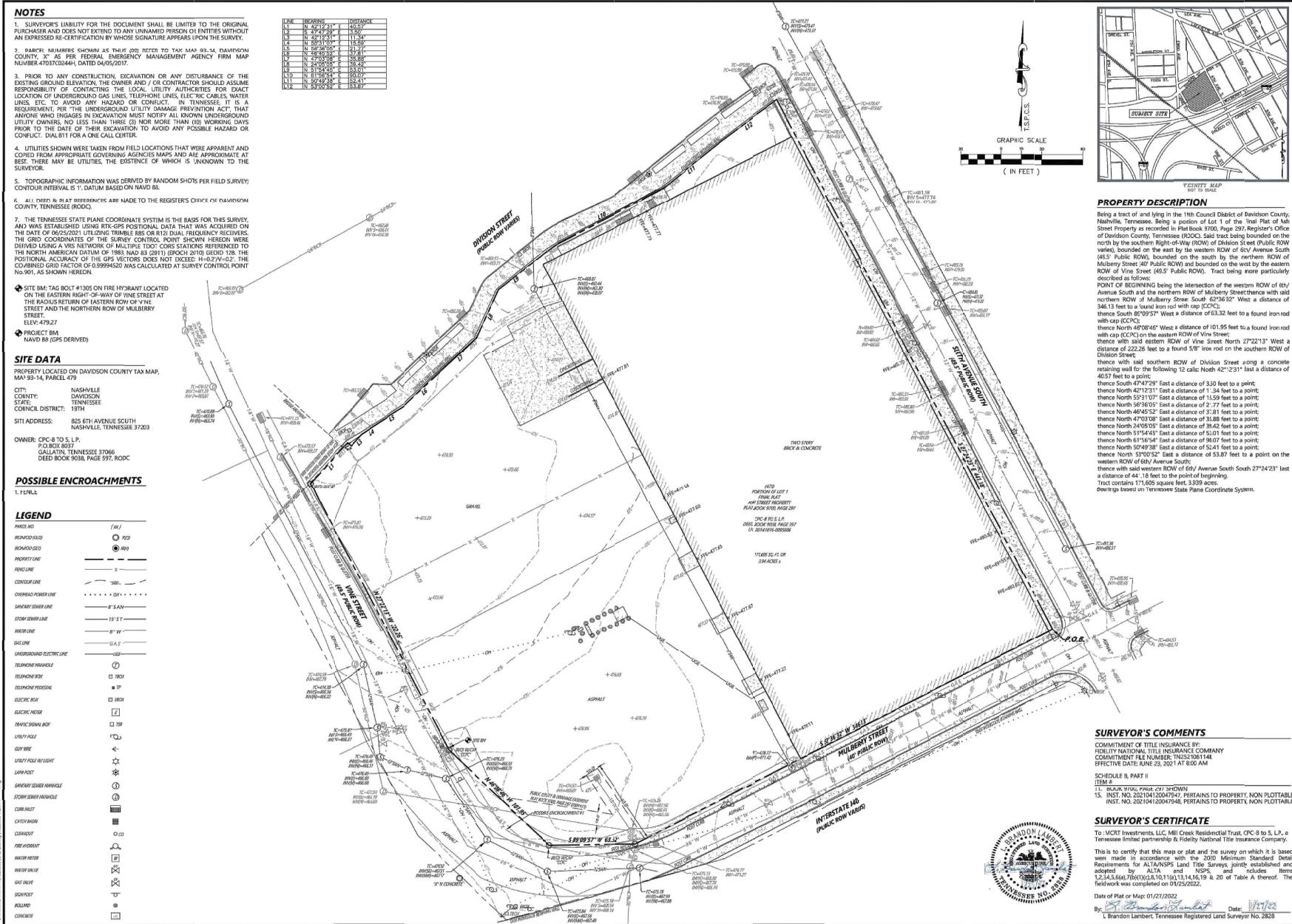


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MODERA SOBRO Phase I & II
825 6th Ave.



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NOTES

1. SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHICHS SIGNATURE APPEARS UPON THE SURVEY.
2. BARCEL NUMBERS SHOWN AS 7411.00, REFER TO TAC MAP 93.14, DAVENPORT COUNTY, TN AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NUMBER 47022044H, DATED 04/05/2017.
3. PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND /OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE LINES, ELEC. TIC. CABLES, WATER LINES, ETC. TO AVOID ANY HAZARD OR CONFLICT. IN TENNESSEE, IT IS A REQUIREMENT FOR THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) NOR MORE THAN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR EXCAVATION TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. DIAL 811 FOR A ONE CALL CENTER.
4. UTILITIES SHOWN WERE TAKEN FROM FIELD LOCATIONS THAT WERE APPARENT AND CORDED FROM APPROPRIATE GOVERNING AGENCIES MAPS, AND ARE APPROXIMATE AT BEST. THERE MAY BE UTILITIES, THE EXISTENCE OF WHICH IS UNKNOWN TO THE SURVEYOR.
5. TOPOGRAPHIC INFORMATION WAS DERIVED BY RANDOM SHOTS PER FIELD SURVEY; CONTOUR INTERVAL IS 1'. DATUM BASED ON NAVD 83.
6. ALL DEED & PLAT REFERENCES ARE MADE TO THE REGISTER'S OFFICE OF DAVENPORT COUNTY, TENNESSEE (RODC).
7. THE TENNESSEE STATE PLANE COORDINATE SYSTEM IS THE BASIS FOR THIS SURVEY, AND WAS ESTABLISHED USING RTK-GPS POSITIONAL DATA THAT WAS ACQUIRED ON THE DATE OF 06/25/2021 UTILIZING TRIMBLE RRS OR R12 DUAL FREQUENCY RECEIVERS. THE GRID COORDINATES OF THE SURVEY CONTROL POINT SHOWN HEREON WERE DERIVED USING A WGS NETWORK OF MULTIPLE TDOF CORS STATIONS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 (EPSG: 2010) GRID 128. THE POSITIONAL ACCURACY OF THE GPS VECTORS DOES NOT EXCEED 14-02"/N-02. THE COORDINATE GRID FACTOR OF 0.99999420 WAS CALCULATED AT SURVEY CONTROL POINT No. 901 AS SHOWN HEREON.

| LINE | BEARING | DISTANCE |
|------|--------------|----------|
| 1 | N. 42°19'21" | 12.00 |
| 2 | S. 72°29'20" | 13.50 |
| 3 | N. 2°14'51" | 11.25 |
| 4 | N. 25°31'07" | 118.00 |
| 5 | N. 26°28'02" | 131.27 |
| 6 | N. 47°03'08" | 35.83 |
| 7 | N. 2°28'02" | 132.00 |
| 8 | N. 51°24'25" | 123.01 |
| 9 | N. 81°58'38" | 58.41 |
| 10 | N. 53°02'02" | 133.87 |

SITE DATA

PROPERTY LOCATED ON DAVENPORT COUNTY TAX MAP, MAP 93-14, PARCEL 479

CITY: NASHVILLE
 COUNTY: DAVENPORT
 STATE: TENNESSEE
 COUNCIL DISTRICT: 19TH

SITE ADDRESS: 825 6TH AVENUE SOUTH
 NASHVILLE, TENNESSEE 37203

OWNER: CPC-8 TO S, L.P.
 P.O. BOX 8037
 GALLATIN, TENNESSEE 37066
 DEED BOOK 9038, PAGE 597, RODC

POSSIBLE ENCROACHMENTS

1. FENCE

LEGEND

PARCEL NO. (N)

BOUNDARY WALL (W)

BOUNDARY WALL (S)

PROPERTY LINE (P)

FENCE LINE (F)

CONCRETE LINE (C)

CORNER POWER LINE (X)

SAVARY SEWER LINE (S)

STORM SEWER LINE (S)

WATER LINE (W)

Gas Line (G)

UNDERGROUND ELECTRICAL LINE (E)

TRIPMINOR TRIANGLE (T)

TRIPMINOR SPIKE (S)

TRIPMINOR POST (P)

ELECTRIC METER (M)

ELECTRIC METER (M)

FRANCOIS SIGN (F)

UTILITY POLE (U)

GOV. TREE (T)

UTILITY POLE W/ LIGHT (L)

LAMP POST (P)

SAVARY SEWER MANHOLE (M)

STORM SEWER MANHOLE (M)

CURB BUILT (C)

CHOTY BUSH (B)

CLEARCUT (C)

FREE ADJACENT (A)

WATER METER (M)

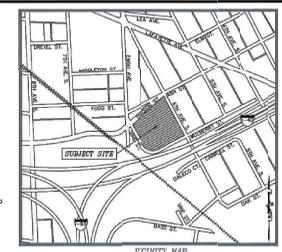
WATER VALVE (V)

Gas VALVE (V)

SHOWPOST (S)

BOLLARD (B)

CONCRETE (C)



PROPERTY DESCRIPTION

Being a tract of and lying in the 11th Council District of Davidson County, Nashville, Tennessee, being a portion of Lot 1 of the "Final Plat of Ash Street Property as recorded in Plat Book 5708, Page 257, Register's Office of Davidson County, Tennessee (RODC), said tract being bounded on the north by the southern Right-of-Way (ROW) of Division Street (Public ROW 48.5' Public ROW), bounded on the east by the western ROW of 6th Avenue South (48.5' Public ROW), bounded on the south by the northern ROW of Mulberry Street (48' Public ROW) and bounded on the west by the eastern ROW of Vine Street (48.5' Public ROW). Tract being more particularly described as follows:

POINT OF BEGINNING being the intersection of the western ROW of 6th Avenue South and the northern ROW of Mulberry Street and said northern ROW of Mulberry Street South 42°36'32" West a distance of 346.13 feet to a found iron rod with cap (COC);

thence South 8°09'57" West a distance of 63.32 feet to a found iron rod with cap (COC);

thence North 40°08'48" West a distance of 101.95 feet to a found iron rod with cap (COC) on the eastern ROW of Vine Street;

thence with said eastern ROW of Vine Street North 27°22'13" West a distance of 222.26 feet to a found 5/8" iron rod on the southern ROW of Division Street;

thence with said southern ROW of Division Street along a concrete retaining wall for the following 12 calls: North 42°12'31" East a distance of 40.57 feet to a point;

thence South 47°47'29" East a distance of 3.00 feet to a point;

thence North 42°12'31" East a distance of 1.34 feet to a point;

thence North 52°31'07" East a distance of 15.59 feet to a point;

thence North 56°35'25" East a distance of 2.77 feet to a point;

thence North 46°45'52" East a distance of 3.81 feet to a point;

thence North 47°03'08" East a distance of 3.88 feet to a point;

thence North 24°29'25" East a distance of 34.42 feet to a point;

thence North 51°54'45" East a distance of 53.01 feet to a point;

thence North 51°54'54" East a distance of 18.07 feet to a point;

thence North 50°49'38" East a distance of 52.41 feet to a point;

thence North 37°02'52" East a distance of 53.87 feet to a point on the western ROW of 6th Avenue South;

thence with said western ROW of 6th Avenue South 27°24'23" East a distance of 44.18 feet to the point of beginning.

Tract contains 117,605 square feet, 3.899 acres.

Drawings based on Tennessee State Plane Coordinate System.

SURVEYOR'S COMMENTS

COMMITMENT OF TITLE INSURANCE BY:
 FIDELITY NATIONAL TITLE INSURANCE COMPANY
 COMMITMENT REF. NUMBER: TN232001148
 EFFECTIVE DATE: JUNE 23, 2021 AT 8:00 AM

SCHEDULE B, PART II
 ITEM 15. PLAT W/DA, PAGE 291 SHOWN
 15. INST. NO. 202104120047947 PERTAINS TO PROPERTY, NON PLOTTABLE
 INST. NO. 022104120047946 PERTAINS TO PROPERTY, NON PLOTTABLE

SURVEYOR'S CERTIFICATE

To: MCRT Investments, LLC, Mill Creek Residential Trust, CPC-8 to S, L.P., a Tennessee limited partnership & Fidelity National Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2020 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, & 20 of Table A thereof. The fieldwork was completed on 01/21/2022.

Date of Plat or Map 01/21/2022
 By: *L. Brandon Lambert* Date: 1/27/22
 L. Brandon Lambert, Tennessee Registered Land Surveyor No. 2828

CHASTAIN SKILLMAN

CHASTAIN SKILLMAN
 205 EAST MAIN STREET
 SUITE 1010
 LAMAR, TN 37084-0811
 (615) 549-7400
 © 2021 CHASTAIN SKILLMAN

MILL CREEK
 ALTA/NSPS LAND TITLE &
 PROFESSIONAL SURVEY
 FOR CHASTAIN SKILLMAN
 TAX MAP 93-14, PARCEL 479
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE

COUNTY: DAVENPORT

FIELD BY: H. ALBAN & A. RUSBY

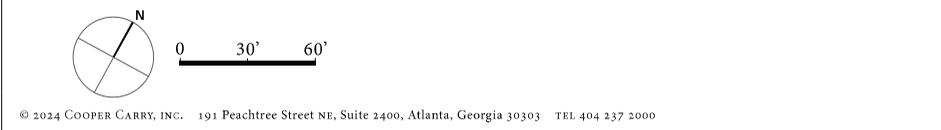
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PROJECT NUMBER: 1020503

SHEET NUMBER: SHEET 1 OF 1

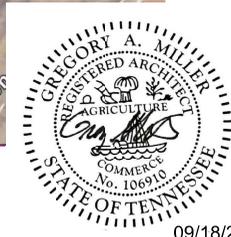
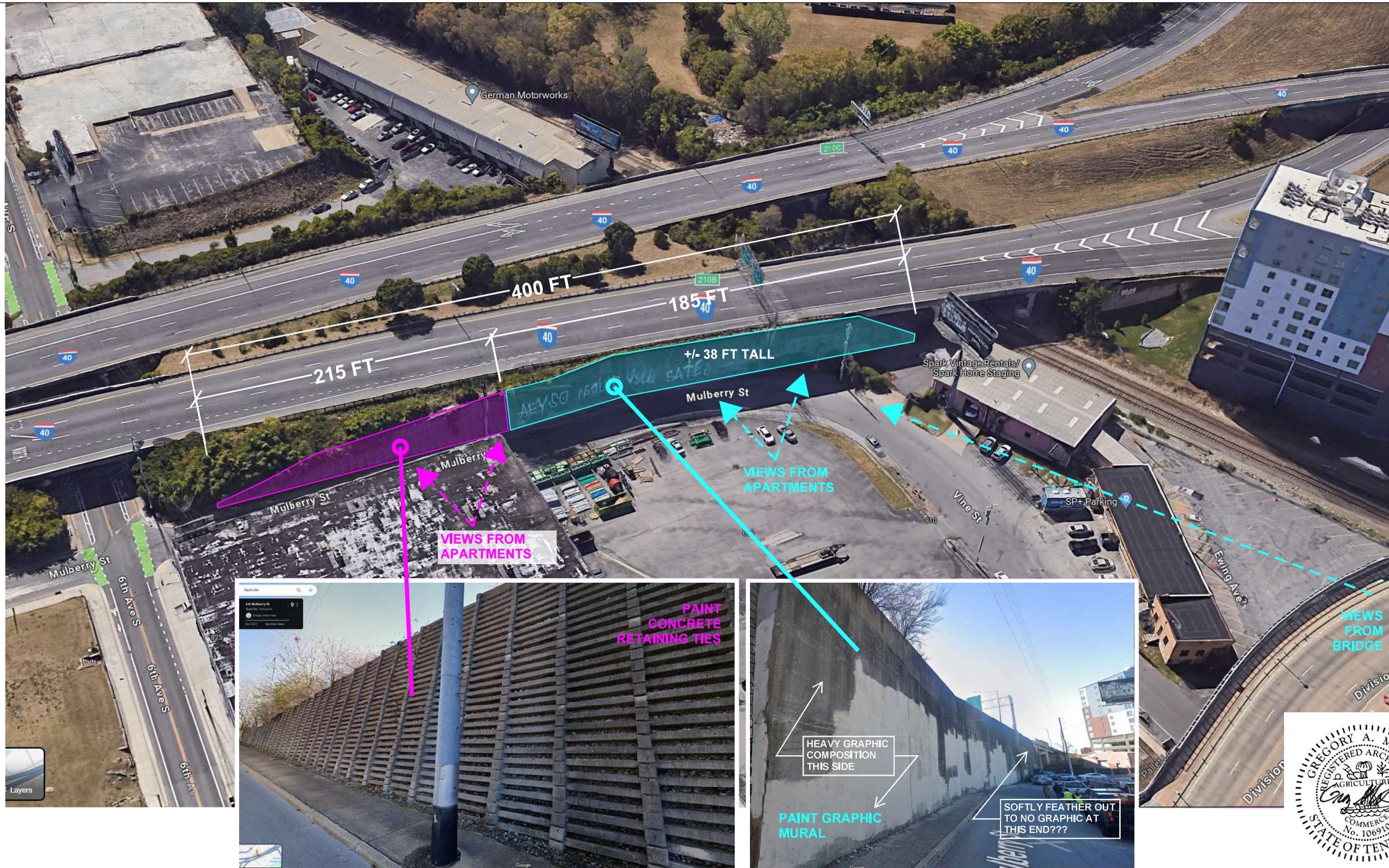
PROJECT NO. 20210269 SUBMITTAL 001 DATE 09/13/2024

Notes Site Survey - Civil Engineer



MODERA SOBRO Phase I & II
 825 6th Ave.
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COOPER CARRY



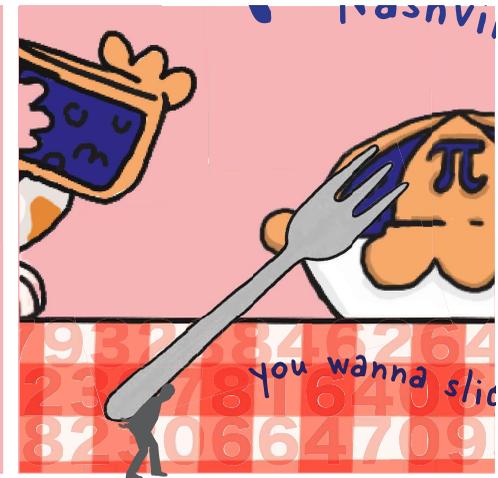
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| PROJECT NO. 20210269 | SUBMITTAL 001 | DATE 09/13/2024 | Notes |
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Civil Site Layout Plan

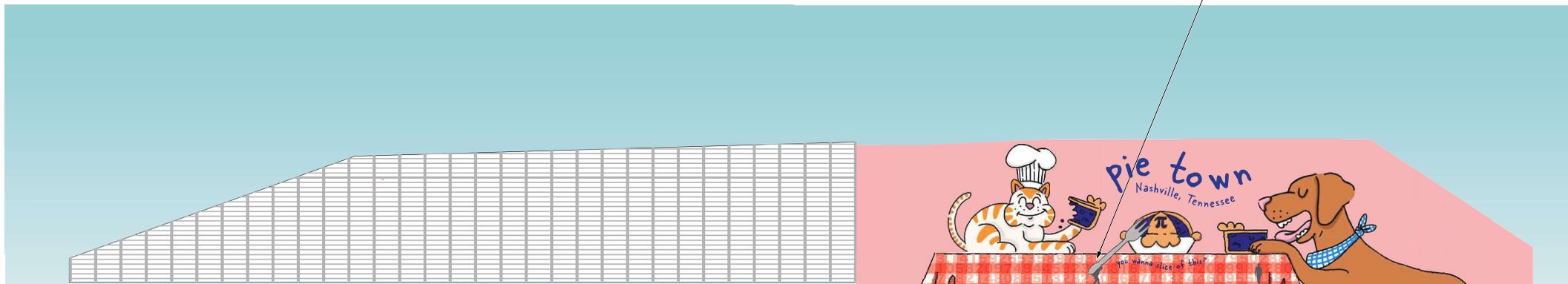
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825 6th Ave.
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MURAL ILLUSTRATION DETAIL



"Grab Your Slice!" instagrammable moment to pose by fork, and grab your slice of the pie



FULL WALL ELEVATION

Mural painted on Cementitious Substrates.

- 1) Base Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils. wet, 3.2 mils. dry per coat).
- 2) Intermediate Coats: S-W Emerald Exterior.
- 3) Finish Coat: S-W Pro Industrial Acrolon 100 Water-Based Polyurethane (4.0-8.0 mils. wet, 1.8-3.6 mils. dry per coat).



09/18/2024

| | | | | |
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| PROJECT NO. 20210269 | SUBMITTAL 001 | DATE 09/13/2024 | Notes | Proposed Gateway Art Mural |
|----------------------|---------------|-----------------|-------|-----------------------------------|



MODERA SOBRO Phase I & II
825 6th Ave.



11/10/22

Loxon® Concrete and Masonry Primer-Sealer US LX02W0050, Canada LX02W0050 White



Table with 2 columns: CHARACTERISTICS and COMPLIANCE. Includes sections for Application Tips, Application, Recommended Systems, and Physical Properties.

10/21

Latitude™ Exterior Acrylic Flat K80-650 Series



Table with 2 columns: CHARACTERISTICS and COMPLIANCE. Includes sections for Application Tips, Application, Recommended Systems, and Physical Properties.

11/3/24

Pro Industrial™ Sher-Clear™ 1K Waterborne Acrylic Clear Coat B66C1380 Semi-Gloss



Table with 2 columns: CHARACTERISTICS and COMPLIANCE. Includes sections for Application Tips, Application, Recommended Systems, and Physical Properties.

11/3/22

Protective & Marine Coatings 2K WATERBASED ANTI-GRAFFITI COATING



Table with 2 columns: PRODUCT INFORMATION and RECOMMENDED SYSTEMS. Includes sections for Application, Recommended Systems, and Physical Properties.

Loxon® Concrete and Masonry Primer-Sealer



Table with 2 columns: SURFACE PREPARATION and SAFETY PRECAUTIONS. Includes sections for Application, Recommended Systems, and Physical Properties.

Latitude™ Exterior Acrylic Flat



Table with 2 columns: SURFACE PREPARATION and SAFETY PRECAUTIONS. Includes sections for Application, Recommended Systems, and Physical Properties.

Pro Industrial™ Sher-Clear™ 1K Waterborne Acrylic Clear Coat



Table with 2 columns: SURFACE PREPARATION and SAFETY PRECAUTIONS. Includes sections for Application, Recommended Systems, and Physical Properties.

Protective & Marine Coatings 2K WATERBASED ANTI-GRAFFITI COATING



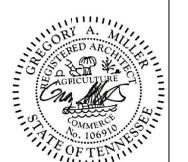
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