AGREEMENT FOR GRANT OF EASEMENT

for

CONSERVATION GREENWAY

THIS	AGREE	MENT,	made	and	entered	into	this	the		day	of
		_, 2021,	by an	d bet	ween T h	e Me	tropol	itan	Governi	ment	of
Nashville a	nd David	Ison Cou	u nty , a	cting	by and	throug	gh its	Boa	rd of Pa	rks a	ınd
Recreation	(herein	referred	to as	"Met	ro"), and	d The	Spor	ts A	uthority	of t	the
Metropolita	n Gover	nment d	of Nas	hville	and Dav	vidson	Cou	nty,	property	owr	ner
(herein refe	rred to as	s "Granto	or").								

WHEREAS, Metro recognizes the increasing benefit of protecting open spaces within the Metropolitan Government area; and

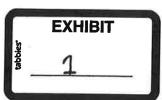
WHEREAS, greenways provide the general public with recreational opportunities in natural areas, preserve, and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic; and

WHEREAS, Metro, by Ordinance No. 091-13, created a Greenways Commission to assist Metro in the development of a system of open space greenways; and

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Davidson County, Tennessee, more particularly described in Exhibit A attached hereto and incorporated by this reference (herein referred to as "the Property"); and

WHEREAS, the Property possesses natural, open space, and recreational values (collectively, "conservation values") of great importance to Grantor and the people of Nashville and Davidson County; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and made more accessible for public enjoyment by the anticipated



incorporation and maintenance of the property as part of the Metro greenways system; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Metro the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Metro has the authority to accept this grant pursuant to Tennessee Code Annotated, Section 66-9-305(d), and Section 11.1002 of the Metropolitan Charter; and

WHEREAS, Metro agrees by accepting this grant to honor the intentions of Grantor stated herein, and to preserve and protect, in perpetuity, the conservation values of the Property for the benefit of the people of Tennessee and the public-at-large.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Metro, its successors and assigns, an easement in perpetuity over the Property of the Grantor (herein referred to as "the Easement").

- 1. Purpose. It is the purpose of this grant to allow Metro to utilize the Easement area for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. Metro, at its discretion, shall design, construct, and maintain any pathway or physical structure in a manner that best preserves the open and natural condition of the Property. It is the intention of the parties hereby expressed that the granting of the Easement will not significantly interfere with the conservation values of the Property. Grantor intends that the Easement will confine the use of the Property to such activities as are consistent with the purpose of the Easement.
- 2. <u>Rights of Metro</u>. To accomplish the purpose of the Easement, the following rights are conveyed to Metro by this grant:

{N0401858.1}

- a. To preserve and protect the conservation values of the Property; and
- b. To construct and maintain a pathway to be located on the Easement, including, at the discretion of Metro, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values, and such construction shall include the right to remove and relocate the existing fencing located adjacent to the stadium improvements and modify the fence to be no more than 6-feet in height, matching the style of the existing permanent fencing located at the stadium, all as shown on Exhibit B); and
- c. To prevent any activity on or use of the Property that is inconsistent with the purpose of the Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
- 3. Metro Covenants. Metro, by accepting this grant, covenants and agrees, on behalf of itself, its successors and assigns, that the following shall constitute real covenants that shall attach to and run with the easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Easement area:
 - a. It will make the Easement area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.
 - b. It will adopt rules and regulations governing the use of the Easement area so as not to permit or suffer any use of the Easement by Grantor or others in violation of such rules and regulations. At a minimum, the rules and regulations will provide as follows:
 - i. That the hours of public access of the Easement shall be from sunrise to sunset (but shall remain open to the public in

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connection with the public utilizing the Easement for ingress or egress to adjacent businesses, including restaurants, on the adjacent properties).

- ii. That all persons utilizing the Easement area must remain on the pathway.
- iii. That all pets of persons utilizing the pathway must be on a leash at all times.
- iv. That the following activities shall be strictly prohibited:
 - consumption or possession of alcoholic beverages;
 - 2. horseback riding;
 - 3. unauthorized motor vehicles;
 - 4. collecting or distributing plants, animals or other natural features;
 - 5. littering or dumping;
 - if permitted by Tennessee law, possession of firearms, weapons or projected objects;
 - 7. playing of radios, musical instruments or other devices in a manner that might disturb others;
 - 8. vending or other concessions with out proper permits;
 - 9. advertising or posting of bills;
 - trespassing on adjacent property of Grantor.
- 4. Other Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. The aforementioned express prohibitions shall not limit the generality of this paragraph.
- 5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited

{N0401858.1}

herein and are not inconsistent with the purpose of the Easement. Further, Grantor reserves the right to maintain the subject property consistent with the purposes herein set forth and will maintain it in accordance with all local laws until improvements are made by Metro.

- 6. Metro's Discretion. Enforcement of the terms of this Agreement shall be at the discretion of Metro, and any forbearance by Metro to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantor shall not be deemed or construed to be a waiver by Metro of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Metro's rights under this Agreement. No delay or omission by Metro in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 7. <u>Waiver of Certain Defenses</u>. Grantor hereby waives any defense of laches, estoppel, or prescription.
- 8. Acts Beyond Grantor's Control. Nothing contained in this Agreement shall be construed to entitle Metro to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- 9. Amendment. If circumstances arise under which an amendment to or modification of this Agreement is appropriate, the Grantor, or the then current owner of the Property, and Metro are free to jointly amend this Agreement without prior notice to any other party; provided that any amendment shall be in writing; shall be consistent with the purpose of the Easement; shall not affect its perpetual duration; and shall have the unanimous consent of the Metro Greenways Commission.
- 10. <u>Extinguishment</u>. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be

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terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

- 11. Assignment. The Easement is transferable, but Metro may assign its rights and obligations under this Agreement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended, and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements. As a condition of such transfer, Metro shall require that the conservation purposes which this grant is intended to advance continue to be carried out. Notwithstanding the foregoing, Metro has the right to assign its rights and obligations under Section 2(b) above to any other entity to perform such maintenance and construction work.
- 12. <u>Subsequent Transfers</u>. Grantor agrees to incorporate the terms of this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Metro of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of the Easement or limit its enforceability in any way.

13. General Provisions.

- a. <u>Controlling Law</u>. The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee.
- b. <u>Liberal Construction</u>. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effect the purpose of the Easement and the policy and purpose of Tenn. Code Ann. §§ 66-9-301 to 309. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

{N0401858.1}

- c. <u>Severability</u>. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- d. <u>Entire Agreement</u>. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph ten (10).
- e. <u>Successors</u>. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

TO HAVE AND TO HOLD said Easement unto Metro, its successors, and assigns, forever.

[Signatures begin on the following page.]

{N0401858.1} 7

IN WITNESS WHEREOF, we	have caused this instrument to be executed as
of this day of	, 20
GRANTOR:	ACCEPTED:
THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY	THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
By: Name: Title:	DIRECTOR, PARKS AND RECREATION
STATE OF) COUNTY OF)	
On this the day of	, 2021, before me personally appeared
, known to me (d	or satisfactorily proven) to be the person whose
	ument and acknowledged that he/she executed the
same for the purposes therein containe	
In witness whereof, I hereunto so	et my hand and official seal.
	NOTARY PUBLIC
My Commission Expires:	

Exhibit A

DESCRIPTION OF THE PROPERTY

BALLPARK VILLAGE GREENWAY EASEMENT

BEING A GREENWAY EASEMENT LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, SAID EASEMENT IS LOCATED ON THE PROPERTY AS CONVEYED TO METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OF RECORD AS 201504270037659, R.O.D.C.T. (REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE) AND SHOWN AS LOT 1 ON THE PLAT ENTITLED, "SULPHUR DELL BALLPARK" OF RECORD AS INSTRUMENT NUMBER 201504140032948, R.O.D.C.T. SAID EASEMENT IS BOUNDED ON THE EAST BY 5TH AVENUE NORTH, ON THE SOUTH BY 4TH AVENUE NORTH AND ON THE EAST BY 3RD AVENUE NORTH AND BEING MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT AN IRON ROD (OLD) IN THE WESTERLY RIGHT-OF-WAY LINE OF 3RD AVENVE NORTH, AT THE NORTHEASTERLY CORNER OF SULPHUR DELL LAND, LLC, OF RECORD AS INSTRUMENT NUMBER 201506300062982, R.O.D.C.T., AND SHOWN AS LOT 3 ON THE PLAT ENTITLED, "SULPHUR DELL BALLPARK" OF RECORD AS INSTRUMENT NUMBER 201504140032948, R.O.D.C.T., AT THE SOUTHEASTERLY CORNER OF SAID METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, BEING LOT 1 OF SAID SULPHUR DELL BALLPARK, AND BEING THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT:

THENCE, LEAVING SAID RIGHT-OF-WAY WITH SAID LOT 3, FOR THE NEXT THREE CALLS:

- 1) SOUTH 62°31'16" WEST, 67.12 FEET TO AN IRON ROD (OLD);
- 2) WITH A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 25°29'41", A RADIUS OF 722.36 FEET, AN ARC LENGTH OF 321.43 FEET, WITH A BEARING AND DISTANCE OF SOUTH 37°21'23" WEST, 318.78 FEET TO AN IRON ROD (OLD):
- 3) SOUTH 27°21'24" EAST, 62.59 FEET TO AN IRON ROD (OLD), IN THE NORTHERLY RIGHT-OF-WAY LINE OF 4^{TH} AVENUE NORTH:

THENCE, WITH SAID 4TH AVE N, WITH A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 83°37'14", A RADIUS OF 45.00 FEET, AN ARC LENGTH OF 65.68 FEET, WITH A BEARING AND DISTANCE OF SOUTH 62°38 48" WEST, 60.00 FEET TO A POINT IN THE EASTERLY LINE OF METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OF RECORD AS INSTRUMENT NUMBER 201312190128377, R.O.D.C.T. AND SHOWN AS LOT 4 OF SAID SULPHUR DELL BALLPARK:

THENCE, LEAVING SAID RIGHT-OF-WAY WITH SAID LOT 4 FOR THE NEXT FIVE CALLS:

- 1) NORTH 27°21'12" WEST, 31.36 FEET TO A POINT; 2) SOUTH 62°38'48" WEST, 18.67 FEET TO A POINT;
- 3) WITH A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 28°30'45", A RADIUS OF 262.59 FEET, AN ARC LENGTH 130.67 FEET, WITH A BEARING AND DISTANCE OF SOUTH 47°33'21" WEST, 129.33 FEET TO A POINT; 4) SOUTH 29°43'56" WEST, 107,29 FEET TO A POINT;
- 5) WITH A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 42°06'14", A RADIUS OF 171.43 FEET, AN ARC LENGTH OF 125.98 FEET, WITH A BEARING AND DISTANCE OF SOUTH 52°24'37" WEST, 123.16 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF 5TH AVENUE NORTH;

THENCE, WITH SAID 5TH AVE N. NORTH 27°21'15" WEST, 46,52 FEET TO A POINT;

THENCE, LEAVING SAID RIGHT-OF-WAY AND CROSSING SAID METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OF RECORD AS 201504270037659, R.O.D.C.T. AND SHOWN AS LOT 1 ON THE PLAT ENTITLED, "SULPHUR DELL BALLPARK" OF RECORD AS INSTRUMENT NUMBER 201504140032948, R.O.D.C.T., FOR THE NEXT NINE CALLS:

- 1) NORTH 44°24'23" EAST, 133.32 FEET TO A POINT;
- 2) NORTH 42°09'15" EAST, 93.68 FEET TO A POINT;
- 3) WITH A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 19°05'30", A RADIUS OF 315.00 FEET, AN ARC LENGTH OF 104.96 FEET, WITH A BEARING AND DISTANCE OF NORTH 32°36'30" EAST, 104.48 FEET TO A
- 4) NORTH 23°03'45" EAST, 11.09 FEET TO A POINT;
- 5) WITH A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 50°53'28", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 266.47 FEET, WITH A BEARING AND DISTANCE OF NORTH 52°08'34" EAST, 257.79 FEET TO A POINT:
- 6) NORTH 26°35'10" EAST, 68.72 FEET TO A POINT;
- 7) NORTH 34°02'57" EAST, 66.63 FEET TO A POINT;
- 8) WITH A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 20°51'00", A RADIUS OF 205.00 FEET, AN ARC LENGTH OF 74.60 FEET, WITH A BEARING AND DISTANCE OF NORTH 52°05'46" EAST, 74.19 FEET TO A POINT: 9) NORTH 62°31'16" EAST, 16.43 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE NORTH;

THENCE, WITH SAID RIGHT-OF-WAY LINE, SOUTH 27°10'24" EAST, 31.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 35,000 SQUARE FEET OR 0.80 ACRES, MORE OR LESS.



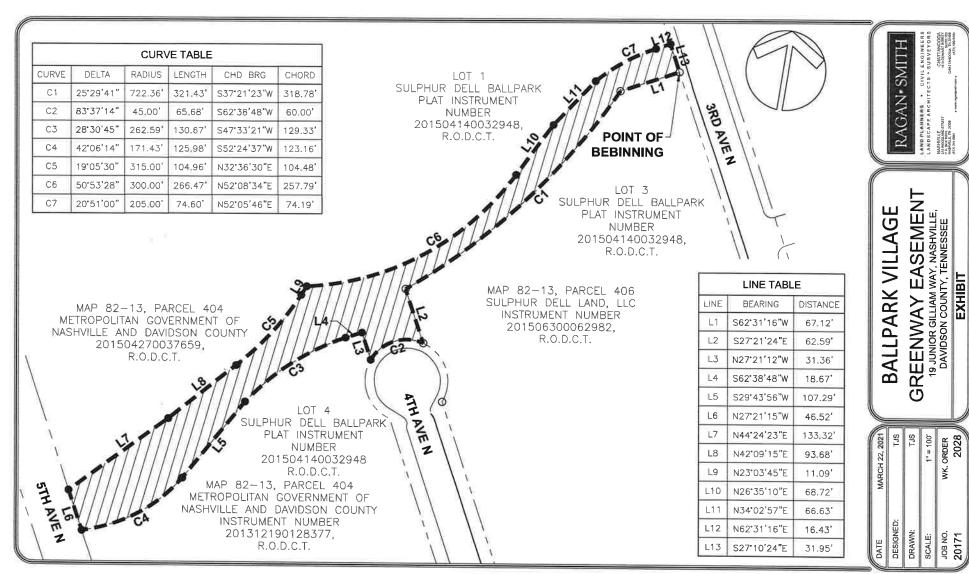


EXHIBIT B

DEPICTION OF PROPERTY AND IMPROVEMENTS

{No4o1858.1}

VOLUME 1 CONSTRUCTION DOCUMENTS

BALLPARK VILLAGE - GREENWAY

NASHVILLE, TENNESSEE

OCTOBER 5, 2021



ZONING INFORMATION

STREET ADDRESS: 3RD
PROPERTY OWNER
PARCEL ACREAGE
PARCEL IO: 406
COUNCIL DISTRICT NUMBER
DISTRICT COUNCIL MEMBER

3RD AVE NASHVILLE TN 37219

ZONING CLASSIFICATION: ZONING OVERLAY DISTRICT-COMM CHARACTER POLICY.

SITE DATA

PROPERTY INFORMATION

OWNER | DEVELOPER

MARC BRAMBRUT & BRITTANI SANDERS
PORTMAN RESIDENTIAL
303 PEACHTRE CENTER AVE SUITE #575
ATLANTA, GEORA 30301
(404) 614-5463
mbrambni @portmannesidentilal.com
beandon@portmannesidentilal.com

CALL THREE WORKING DAYS BEFORE YOU DIG. 1-800-351-1111 IN NASHVILLE: 366-1987



ALL CONSTRUCTION ACTIVITIES SHALL BE COMPLETED IN FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT ("ADA", NID ARCHITECTURAL AND TRANSPORT PARTS 1190 AND 1191, ACCESSIBLITY PARTS 1190 AND 1191, ACCESSIBLITY BY ACTIVITIES FOR ACCESSIBLITY GUIDELINES FOR ARCHITECTURAL BARRHERS ACT (ABA) ACCESSIBLITY GUIDELINES, PROPOSED RULE, "UBLISHED IN THE FEDERAL REGISTER ON JULY 23, 2004,

INDEX OF SHEETS

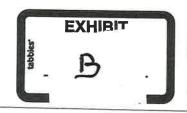
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110000	DEMO PLAN	11L200	LAYOUT PLAN	
01141		111200	LAYOUT PLAN	
CIVIL		11L300	HARDSCAPE DETAILS	
1100.1	CIVIL NOTES	11L301	HARDSCAPE DETAILS	
11C0 2	EXISTING CONDITIONS	11L400	LANDSCAPE PLAN	
1101.1	SITE LAYOUT PLAN	11L410	LANDSCAPE DETAILS	
11C2 1	INITIAL EROSION CONTROL PLAN	11L500	IRRIGATION PLAN	
11C3 1	SITE GRADING, DRAINAGE, &	11L510	IRRIGATION DETAILS	
1103.2	EROSION CONTROL PLAN	111511	IRRIGATION DETAILS	
11C3 3	PUBLIC STORM SEWER REROUTE FINAL EROBION CONTROL PLAN	11L600	LIGHTING PLAN	
1104.1	SITE UTILITY PLAN	111,601	PHOTOMETRICS PLAN	
IICS 1	CIVIL DETAILS	11L700	SPECIFICATIONS	
1105.2	CIVIL DETAILS	111701	SPECIFICATIONS	
tics 3	CIVIL DETAILS	11L702	SPECIFICATIONS	

PREPARED BY:



CONTACT: BRIAN PHELPS
B PHELPS@HAWKINSPARTNERS COM

CML ENGINEER
RACAL GUITH ASSOCIATES, MC
315 WODDLAND ST
NASHVILLE, TN 37206
CONTACT: MICKY DOBSON
MOOBSON@RAGANSMITH COM



D E S I G N

* **#**4

BALLPARK VILLAGE MIXED-USE

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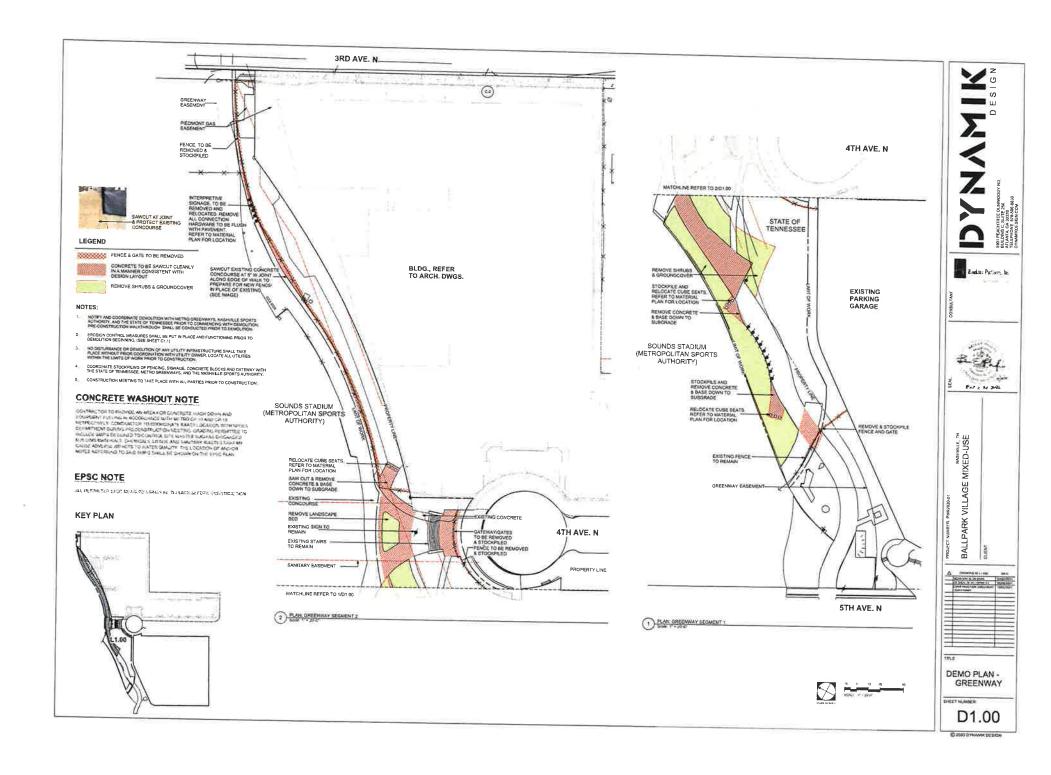
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- SITE CONSTRUCTION NOTES

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- ENGINE PREVENTION AND SEDIMENT CONTROLS

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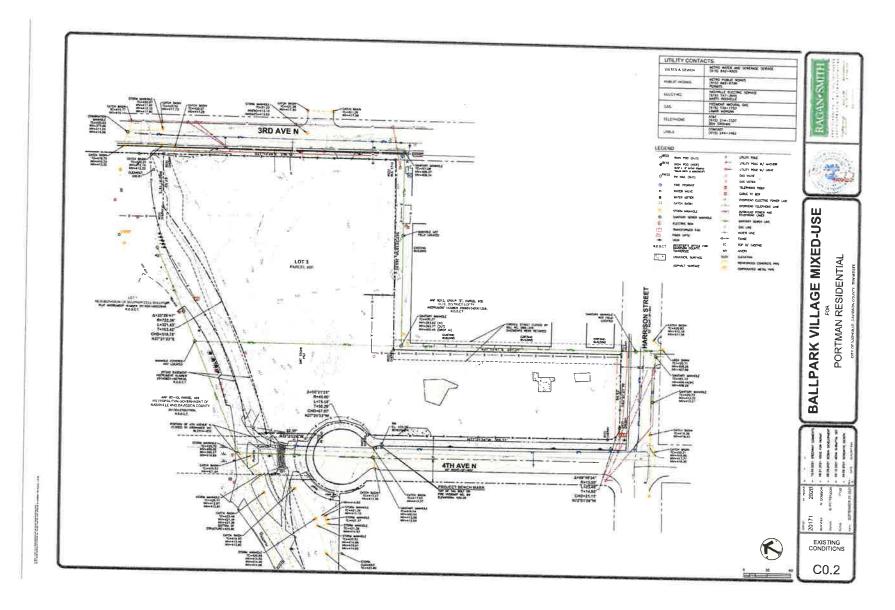
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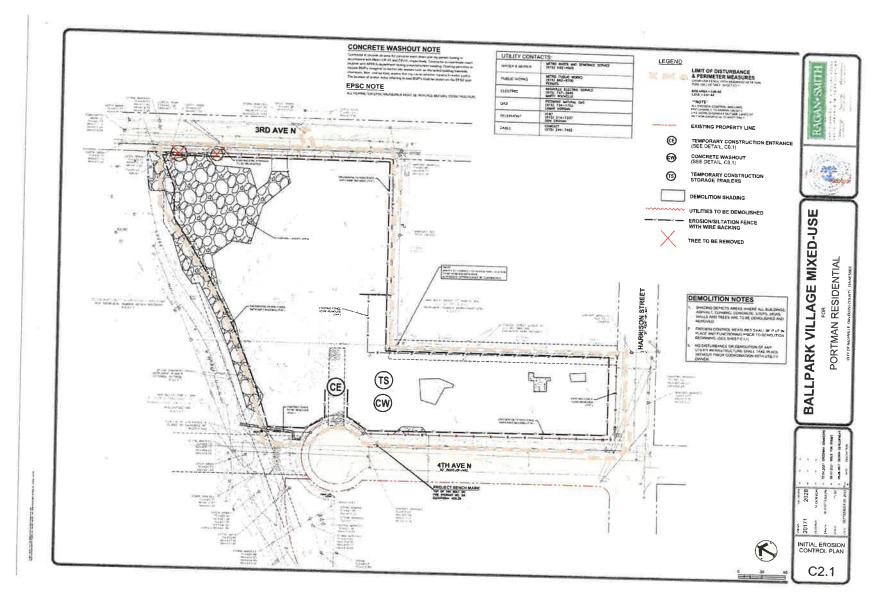
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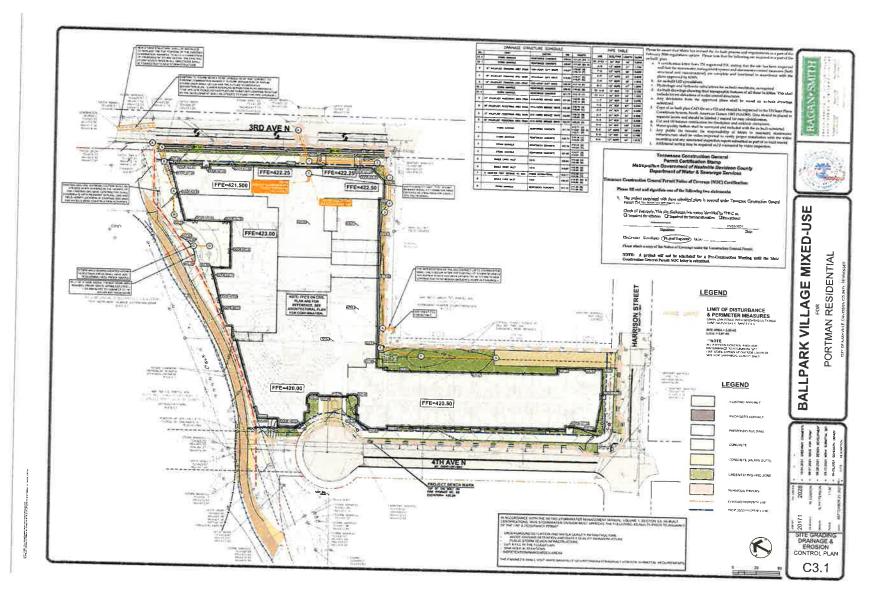
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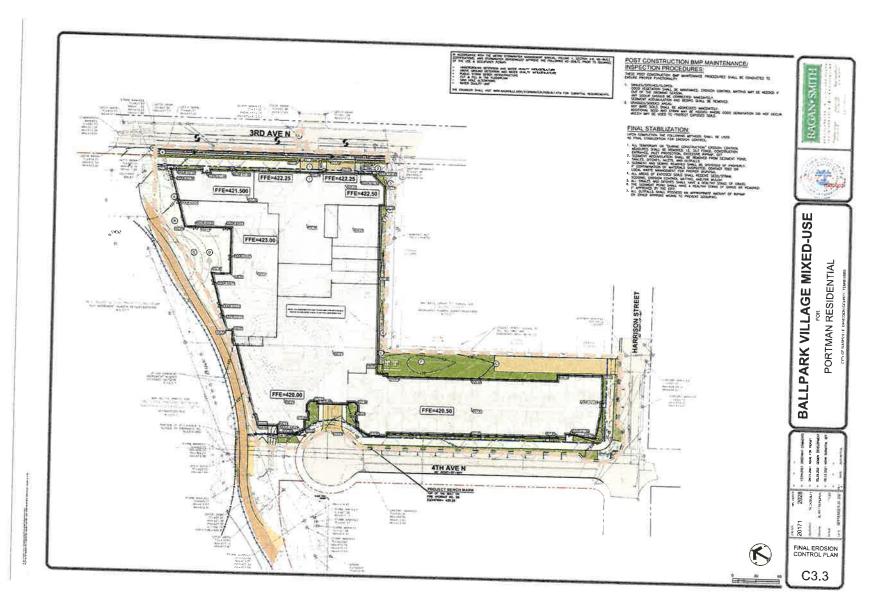
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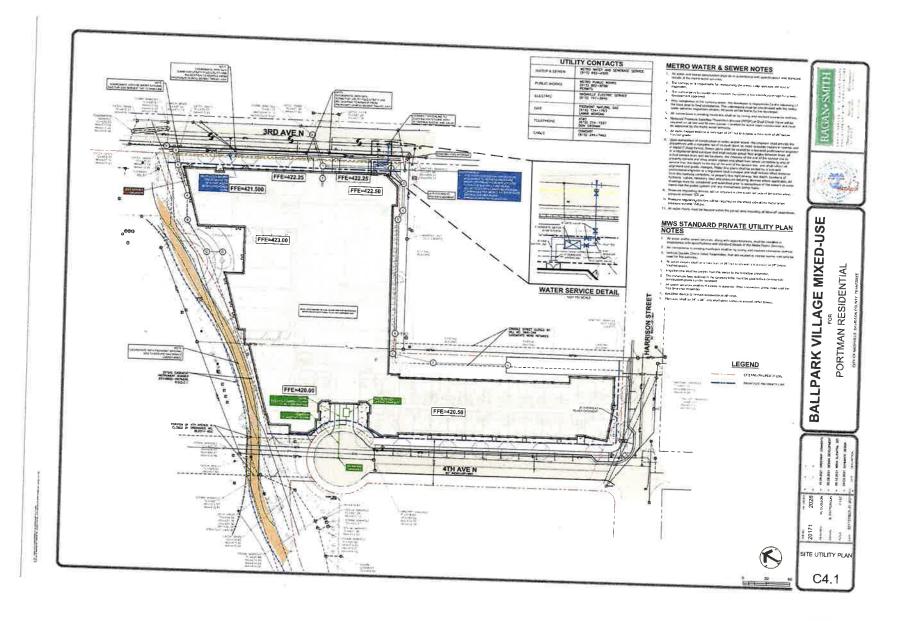
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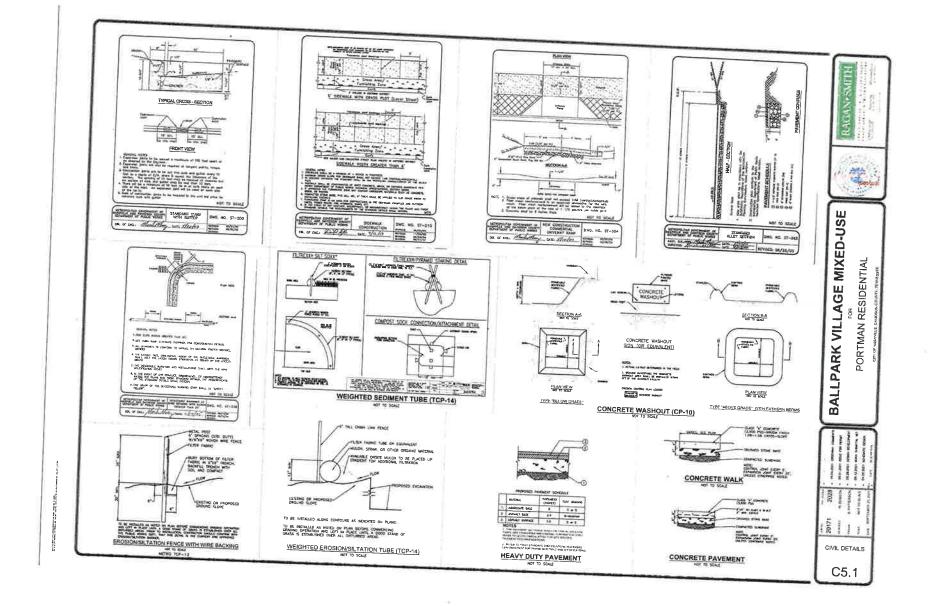




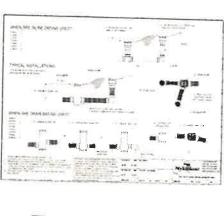


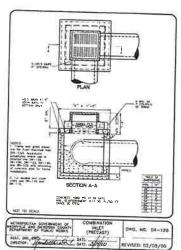






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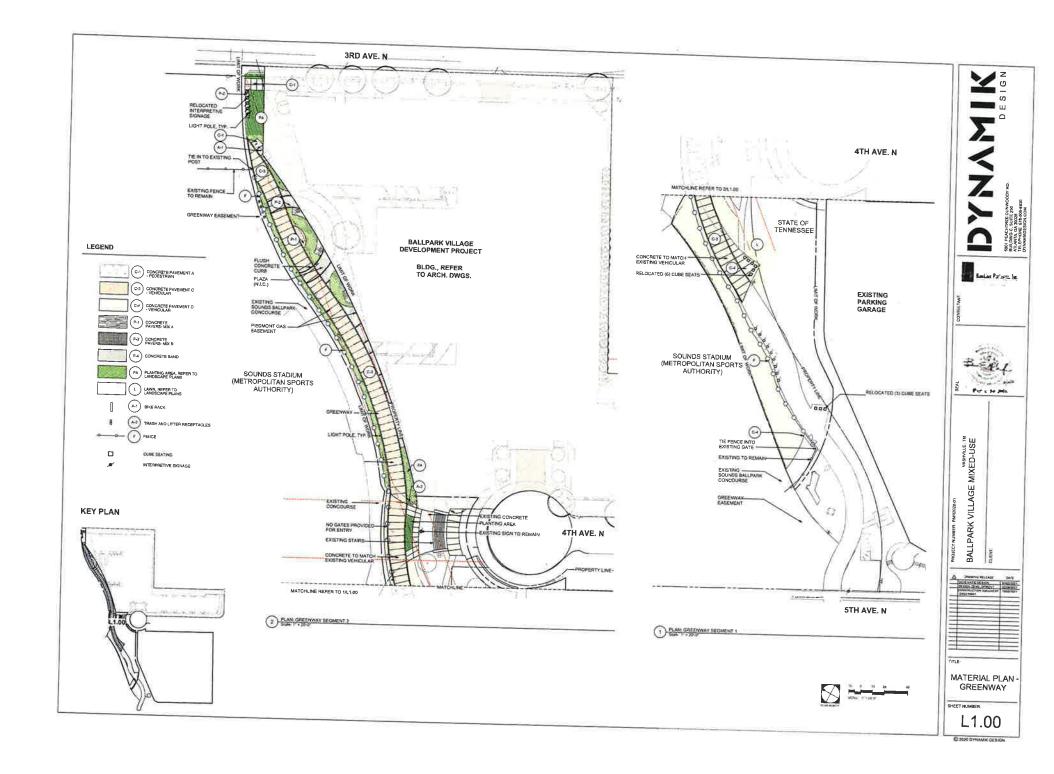


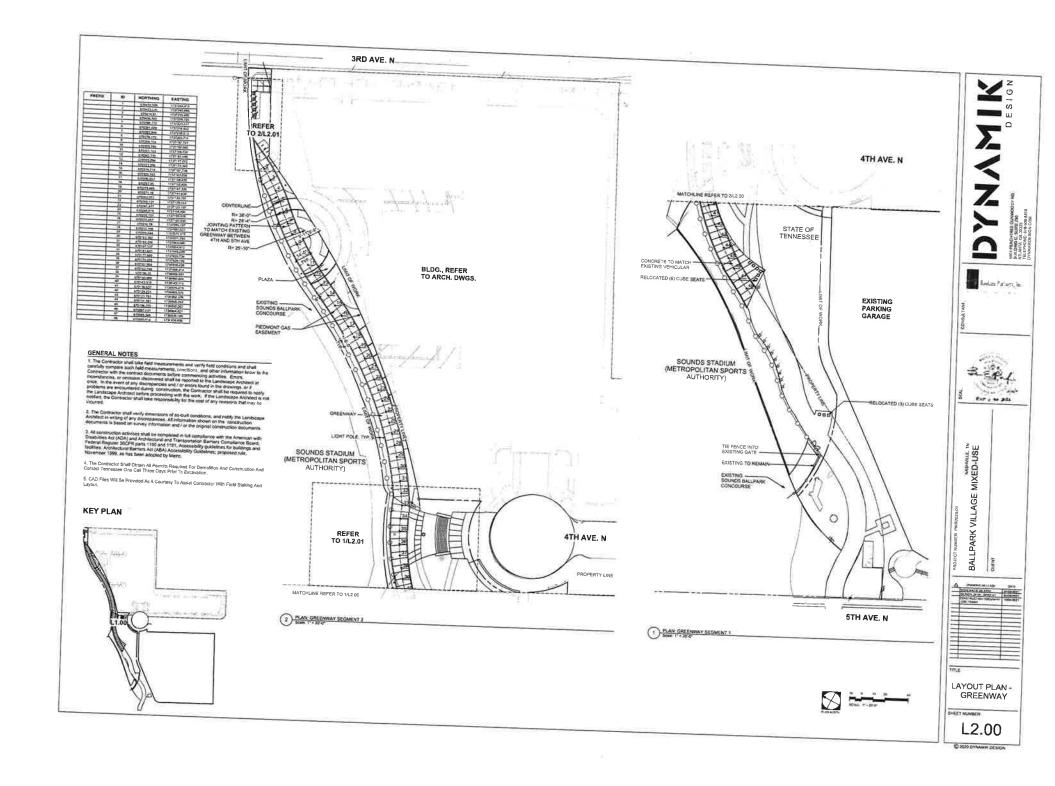


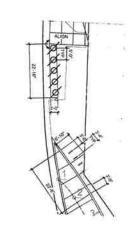


BALLPARK VILLAGE MIXED-USE PORTMAN RESIDENTIAL

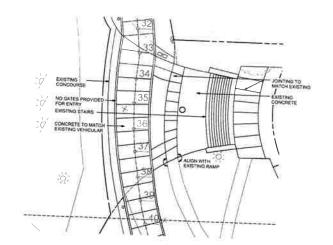
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2) PLAN GREENWAY ENLARGEMENT



PLAN GREENWAY ENLANGEMENT





BALLPARK VILLAGE MIXED-USE

LAYOUT PLAN -GREENWAY

SHEET NUMBER

L2.01

D JONG DYNAMIK DESIGN

GENERAL NOTES

GENERAL NOTES

1. The Commands shall sale field measurements and verify field conditions and shall carefully compare such field measurements, conditions, and other information from to the contracts with the content document commands and the contract contracts with the content document of the contract contracts and contract

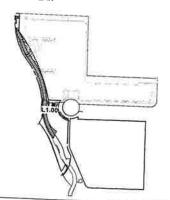
The Contractor shall verify dimensions of as-foult conditions, and notify the Landmond Architect in willing of any interdysaction. All Information shown on the conditional documents is based to survey information and for the original construction documents.

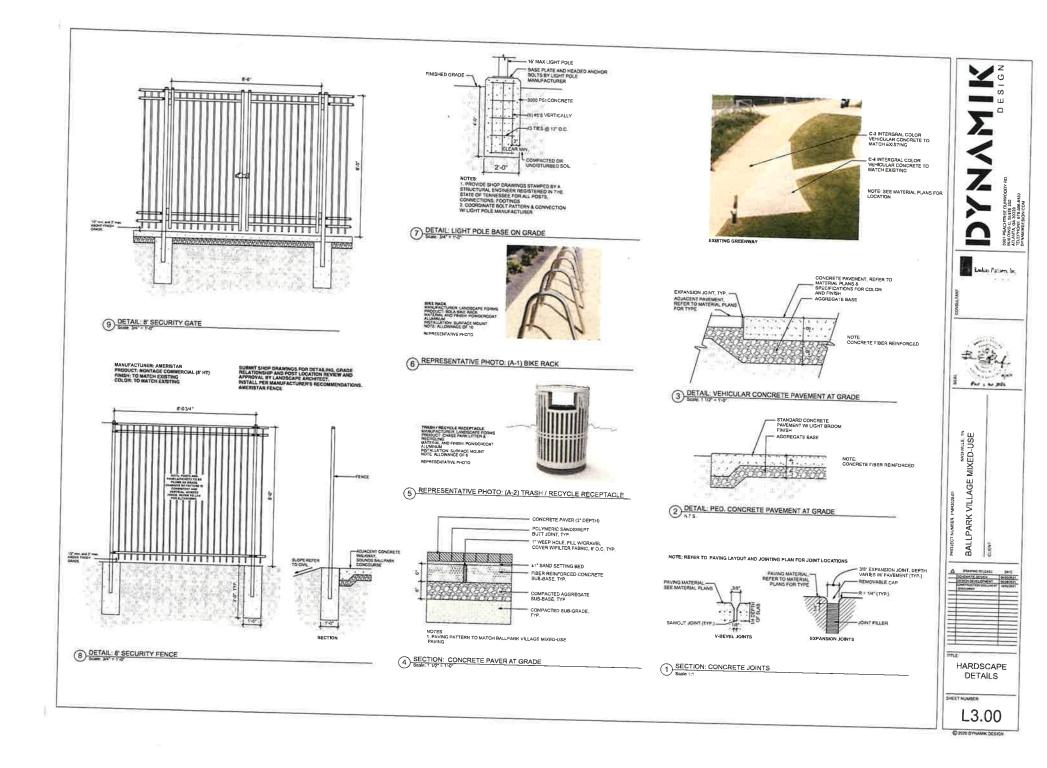
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The Contractor Shall Obtain All Permits Required For Demostian And Construction And Contact Tennessee One Call Three Days Prior To Excitation.

S. CAD Files Will Be Provided As A Courtesy To Assaul Contractor With Field Staking And Layout.

KEY PLAN





CONSENT, JOINDER AND SUBORDINATION AGREEMENT

THIS CONSENT, JOINDER AND SUBORDINATION AGREEMENT is entered into by MFP Baseball, LLC, a Delaware limited liability company ("Tenant"), as the tenant of the "Property" (as that term is defined in the Agreement for Grant of Easement for Conservation Greenway (the "Agreement") which this Consent, Joinder and Subordination Agreement is attached) under that certain lease agreement, by and between MFP Baseball, LLC and The Sports Authority of the Metropolitan Government of Nashville and Davidson County dated December 19, 2013 (the "Lease"). Tenant consents to the execution and delivery of the Agreement and agrees that its interest under the Lease is and will be subordinate to the rights created under the Agreement.

Tenant has executed this Conse duly authorized representative as of the	nt, Joinder and Subordination Agreement by its day of, 2021.
	Ву:
	Name:
	Title: Officer
STATE OF)	
COUNTY OF)	
On this the day of	, 2021, before me personally appeared
, known to me (or	satisfactorily proven) to be the person whose
name is subscribed to the within instrun	nent and acknowledged that he/she executed the
same for the purposes therein contained	
In witness whereof, I hereunto set	my hand and official seal.
	NOTABY BURLE
	NOTARY PUBLIC
My Commission Expires:	

UPON RECORDING RETURN TO:

Tom Cross Department of Law 108 Metro Courthouse PO Box 196300 Nashville, Tennessee 37219

GREENWAY PARTICIPATION AGREEMENT AND DECLARATION OF COVENANTS

This GREENWAY PARTICIPATION AGREEMENT AND DECLARATION OF COVENANTS (this "Agreement") is made and entered into this day of by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Metro"), and PR GERMANTOWN, LLC, a Delaware Limited Liability Company ("Portman"). (Metro and Portman are sometimes collectively referred to as the "Parties".) **BACKGROUND STATEMENT:** A. Metro is the owner of an easement estate with respect to certain property which is a part of the Metro greenway system, as more particularly described on Exhibit "A", attached hereto and incorporated herein (the "Greenway"), as evidenced by the Agreement for Grant of Easement for Conservation Greenway, dated and recorded as Instrument Number , RODC. Portman is the owner of that certain parcel of real property more particularly described on Exhibit "B", attached hereto and incorporated herein ("Portman's Property"). Pursuant to the terms and conditions of this Agreement, Portman proposes to assist Metro in the construction of improvements within a portion of the Greenway (the "Greenway Improvements"), as such improvements are shown on the plans and specifications attached hereto as **Exhibit "C"** (the "Plans") and the ongoing care and maintenance of the Greenway Improvements in a certain area, as shown on Exhibit "D" (the "Maintenance Area").

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follow:

1. <u>Right of Entry.</u> Portman is hereby granted the right to enter the Greenway to perform the construction of the Greenway Improvements and to perform any and all activities necessary to operate and maintain the Greenway Improvements in the Maintenance Area.

EXHIBIT

2

- 2. <u>Duties of Construction and Maintenance.</u> Portman agrees to construct the Greenway Improvements in accordance with the Plans. From and after the completion of the Greenway Improvements, Portman will keep, maintain, repair and replace, as necessary, the Greenway Improvements within the Maintenance Area in good order, condition and state of repair, at the expense of Portman. Whenever Portman performs any construction or maintenance required under this Agreement, the work will be done expeditiously and in a good, lien free and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations. The work will be carried out in a manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.
- 3. <u>Insurance</u>. During the life of this Agreement, Portman shall obtain and furnish to Metro an insurance certificate, evidencing a policy or policies of Commercial General Liability Insurance that is in effect providing coverage for injuries to persons as well as damage to property in an amount not less than One Million and 00/100 dollars (\$1,000,000.00) combined single limit, which shall name Metro and the State of Tennessee as an additional insureds.
- 4. <u>Notices</u>. All notices required or permitted to be given under this Agreement will be given personally, by overnight courier, or by certified mail, return receipt requested. Such notices will be deemed effectively received upon receipt, if personally delivered, one (1) day after the deposit with a reputable overnight courier, or three (3) days after the deposit with the United States mail, postage prepaid.

All notices given to Metro will be at the following address:

Director of Law Department of Law 108 Metro Courthouse PO Box 196300 Nashville, Tennessee 37219

and to Portman at the following address:

PR Germantown, LLC c/o Portman Residential, LLC 303 Peachtree Center Avenue NE Suite 575 Atlanta, GA 30303 Attn: Marc Brambrut

with a copy to:

Jeff Greenway General Counsel Portman Holdings, LLC 303 Peachtree Center Avenue NE Suite 575 Atlanta, GA 30303

And to

Troutman Pepper Hamilton Sanders LLP 600 Peachtree Street, N.E., Suite 3000 Atlanta, GA 30308

Attn: Michael Wall michael.wall@troutman.com

- 5. Run with the Land: Governing Law. This Agreement will be recorded in the real property records of Davidson County, Tennessee. The rights, easements and obligations established in this Agreement will run with the Maintenance Area. This Agreement is and will be binding upon Metro, its successors in title and upon Portman, and its successors and assigns and successors in title. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.
- 6. <u>Termination by Metro</u>. For purposes of this Agreement, the "Effective Date" shall be the date of its final approval by the Metropolitan Council. After the fifth anniversary of the Effective Date, Metro may terminate this Agreement upon 30 days' written notice to Portman at the address written above or to the then-current owner of Portman's Property.
 - 7. <u>List of Exhibits</u>. The following exhibits are attached to and made a part of this Agreement:

Exhibit A: The Greenway

Exhibit B: Portman's Property

Exhibit C: The Plans

Exhibit D: Maintenance Area

[Signatures begin on the following page]

of October 2021.	aused this Agreement to be executed as of this 4th day
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY By: Name: Title:	PORTMAN: PR GERMANTOWN, LLC, a Delaware limited liability company By: Portman Residential, LLC, a Delaware limited liability company, its Manager By: Affwan Bullwy Name: Jeff Greenway Title: Authorized Signatory
who acknow	
	NOTARY PUBLIC
My Commission Expires:	- · · · · · · · · · · · · · · · · · · ·

Georgia
STATE OF TENNESSEE
)
COUNTY OF DAVIDSON
) Futton

Personally appeared before me, **Nonne Hammac**, a Notary Public of said county and state, Jeff Greenway, the Authorized Signatory of Portman Residential, LLC, a Delaware limited liability company, the Manager of **PR GERMANTOWN**, LLC, a Delaware limited liability company, the within named owner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained by signing the name of the company by himself as Authorized Signatory.

Witness my hand and seal, at office, this day of Utober, 2021.

Notary Public

My Commission Expires: 414 13

EXHIBIT "A"

THE GREENWAY

BALLPARK VILLAGE GREENWAY EASEMENT

BEING A GREENWAY EASEMENT LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, SAID EASEMENT IS LOCATED ON THE PROPERTY AS CONVEYED TO METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OF RECORD AS 201504270037659, R.O.D.C.T. (REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE) AND SHOWN AS LOT 1 ON THE PLAT ENTITLED, "SULPHUR DELL BALLPARK" OF RECORD AS INSTRUMENT NUMBER 201504140032948, R.O.D.C.T. SAID EASEMENT IS BOUNDED ON THE EAST BY 5TH AVENUE NORTH, ON THE SOUTH BY 4TH AVENUE NORTH AND ON THE EAST BY 3RD AVENUE NORTH AND BEING MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT AN IRON ROD (OLD) IN THE WESTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE NORTH, AT THE NORTHEASTERLY CORNER OF SULPHUR DELL LAND, LLC, OF RECORD AS INSTRUMENT NUMBER 201506300062982, R.O.D.C.T., AND SHOWN AS LOT 3 ON THE PLAT ENTITLED, "SULPHUR DELL BALLPARK" OF RECORD AS INSTRUMENT NUMBER 201504140032948, R.O.D.C.T., AT THE SOUTHEASTERLY CORNER OF SAID METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, BEING LOT 1 OF SAID SULPHUR DELL BALLPARK, AND BEING THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, LEAVING SAID RIGHT-OF-WAY WITH SAID LOT 3, FOR THE NEXT THREE CALLS:

1) SOUTH 62°31'16" WEST, 67.12 FEET TO AN IRON ROD (OLD);

- 2) WITH A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 25°29'41", A RADIUS OF 722.36 FEET, AN ARC LENGTH OF 321.43 FEET, WITH A BEARING AND DISTANCE OF SOUTH 37°21'23" WEST, 318.78 FEET TO AN IRON ROD (OLD);
- 3) SOUTH 27°21'24" EAST, 62.59 FEET TO AN IRON ROD (OLD), IN THE NORTHERLY RIGHT-OF-WAY LINE OF 4^{TH} AVENUE NORTH:

THENCE, WITH SAID 4TH AVE N, WITH A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 83°37'14", A RADIUS OF 45.00 FEET, AN ARC LENGTH OF 65.68 FEET, WITH A BEARING AND DISTANCE OF SOUTH 62°38'48" WEST, 60.00 FEET TO A POINT IN THE EASTERLY LINE OF METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OF RECORD AS INSTRUMENT NUMBER 201312190128377, R.O.D.C.T. AND SHOWN AS LOT 4 OF SAID SULPHUR DELL BALLPARK:

THENCE, LEAVING SAID RIGHT-OF-WAY WITH SAID LOT 4 FOR THE NEXT FIVE CALLS:

- 1) NORTH 27°21'12" WEST, 31.36 FEET TO A POINT; 2) SOUTH 62°38'48" WEST, 18.67 FEET TO A POINT;
- 3) WITH A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 28°30'45", A RADIUS OF 262.59 FEET, AN ARC LENGTH 130.67 FEET, WITH A BEARING AND DISTANCE OF SOUTH 47°33'21" WEST, 129.33 FEET TO A POINT; 4) SOUTH 29°43'56" WEST, 107.29 FEET TO A POINT;
- 5) WITH A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 42°06'14", A RADIUS OF 171.43 FEET, AN ARC LENGTH OF 125.98 FEET, WITH A BEARING AND DISTANCE OF SOUTH 52°24'37" WEST, 123.16 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF 5TH AVENUE NORTH;

THENCE, WITH SAID 5TH AVE N, NORTH 27°21'15" WEST, 46.52 FEET TO A POINT;

THENCE, LEAVING SAID RIGHT-OF-WAY AND CROSSING SAID METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OF RECORD AS 201504270037659, R.O.D.C.T. AND SHOWN AS LOT 1 ON THE PLAT ENTITLED, "SULPHUR DELL BALLPARK" OF RECORD AS INSTRUMENT NUMBER 201504140032948, R.O.D.C.T., FOR THE NEXT NINE CALLS:

- 1) NORTH 44°24'23" EAST, 133.32 FEET TO A POINT;
- 2) NORTH 42°09'15" EAST, 93.68 FEET TO A POINT;
- 3) WITH A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 19°05'30", A RADIUS OF 315.00 FEET, AN ARC LENGTH OF 104.96 FEET, WITH A BEARING AND DISTANCE OF NORTH 32°36'30" EAST, 104.48 FEET TO A POINT;
- 4) NORTH 23°03'45" EAST, 11.09 FEET TO A POINT;
- 5) WITH A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 50°53'28", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 266.47 FEET, WITH A BEARING AND DISTANCE OF NORTH 52°08'34" EAST, 257.79 FEET TO A
- 6) NORTH 26°35'10" EAST, 68.72 FEET TO A POINT;
- 7) NORTH 34°02'57" EAST, 66.63 FEET TO A POINT;
- 8) WITH A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 20°51'00", A RADIUS OF 205.00 FEET, AN ARC LENGTH OF 74.60 FEET, WITH A BEARING AND DISTANCE OF NORTH 52°05'46" EAST, 74.19 FEET TO A POINT; 9) NORTH 62°31'16" EAST, 16.43 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF 3RD AVENUE NORTH;

THENCE, WITH SAID RIGHT-OF-WAY LINE, SOUTH 27°10'24" EAST, 31.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 35,000 SQUARE FEET OR 0.80 ACRES, MORE OR LESS.

EXHIBIT

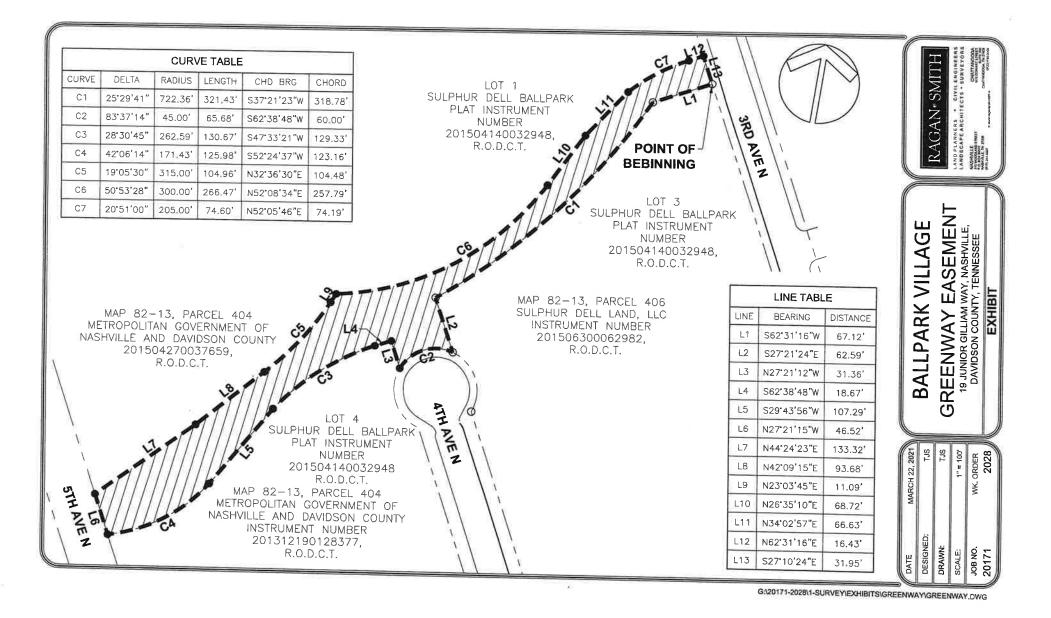


EXHIBIT "B"

PORTMAN'S PROPERTY

LAND LOCATED IN DAVIDSON COUNTY, TENNESSEE, BEING LOT 3, AS SHOWN ON THE PLAT ENTITLED RESUBDIVISION OF SULPHUR DELL BALLPARK, OF RECORD IN INSTRUMENT NO. 201504140032948, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION.

Being part of the same property conveyed to PR Germantown LLC, a Delaware limited liability company, by deed from Sulphur Dell Land, LLC, a Tennessee limited liability company, of record in Instrument No. 20210628-0087557, Register's Office for Davidson County, Tennessee.

EXHIBIT "C"

THE PLANS

VOLUME 1 CONSTRUCTION DOCUMENTS

BALLPARK VILLAGE - GREENWAY

NASHVILLE, TENNESSEE

OCTOBER 5, 2021



INDEX OF SHEETS

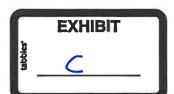
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		11L200	LAYOUT PLAN	
CIVIL		11L300	HARDSCAPE DETAILS	
1100.1	CIMI NOTES	11L301	HARDSCAPE DETAILS	
1100 2	EXISTING CONDITIONS	11L400	LANDSCAPE PLAN	
1101.1	SITE LAYOUT PLAN	111410	LANDSCAPE DETAILS	
11C2 1	INITIAL EROSION CONTROL PLAN	11L500	IRRIGATION PLAN	
11C3 1	SITE GRADING, DRAINAGE, &	11L510	IRRIGATION DETAILS	
	EROSION CONTROL PLAN	111511	IRRIGATION DETAILS	
11032	PUBLIC STORM SEWER REPOUTE	11L600	LIGHTING PLAN	
11C3 3	FINAL EROSION CONTROL PLAN	114601	PHOTOMETRICS PLAN	
11C4 1	SITE UTILITY PLAN	111,700	SPECIFICATIONS	
11C5 1	CIVIL DETAILS	111.701	SPECIFICATIONS	
1105.2	CIVIL DETAILS	111.702	SPECIFICATIONS	

PREPARED BY:



CONTACT: BRIAN PHELPS
B PHELPS@HAWKINSPARTNERS COM

CMIL ENGINEER
RAGAN-SMITH ASSOCIATES, INC.
315 WODDLAND ST.
NASHVILLE, TN 37206
CONTACT: MICKY DOSSON
MDOBSON@RAGANSMITH COM

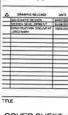


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NASHK VILLAGE MIXED-USE



COVER SHEET -GREENWAY

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SITE DATA

PROPERTY INFORMATION

STREET ADDRESS
PROPERTY OWNER
PARCEL ACREAGE
PARCEL DISTRICT NUMBER
DISTRICT COUNCIL MEMBER:

ZONING INFORMATION

ZONING CLASSIFICATION: ZONING OVERLAY DISTRICT COMM CHARACTER POLICY

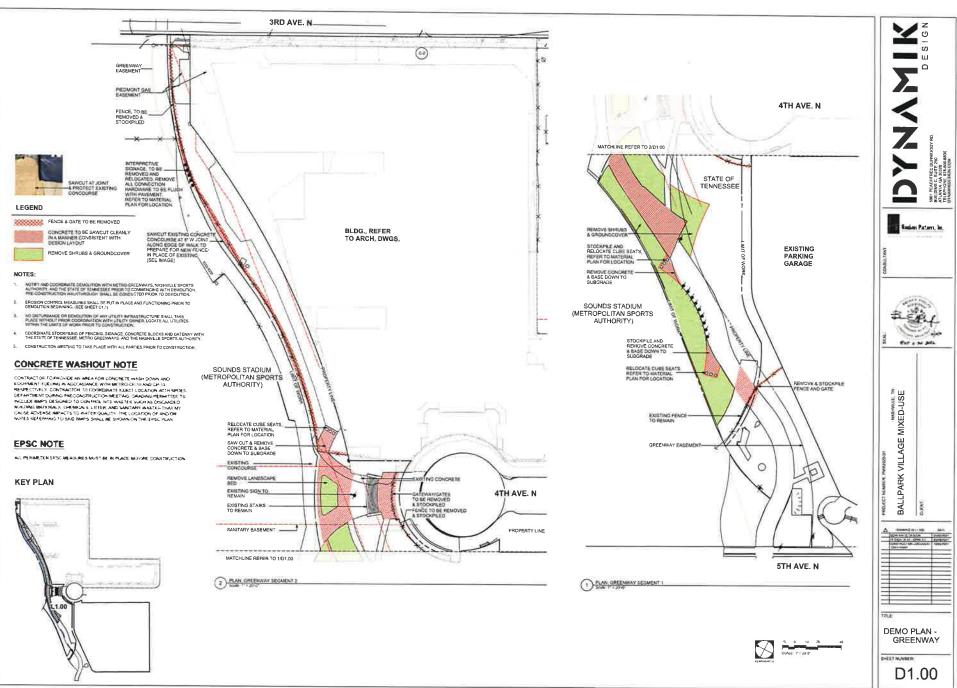
OWNER | DEVELOPER

MARC BRAMBRUT & BRITTAN SANDERS
PORTMAN RESIDENTIAL
303 PEACHTREE CENTER AVE SUITE #575
ATLANTA, GEORIA 30001
(494) 514-5450
ribtrambru@portmanresidential.com
beanders@portmanresidential.com

CALL THREE WORKING DAYS BEFORE YOU DIG. 1-800-351-1111 IN NASHVILLE: 366-1987



ALL CONSTRUCTION ACTIVITIES SHALL BE COMPLETED IN FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (*ADA) AND ARCHITECTURAL AND TRANSPORTATION BARRIERS COMPLIANCE BOARD, FEDERAL REGISTER SECFE PARTS 1190 AND 1191, ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES. ARCHITECTURAL BARRIERS ACT (ABA) ACCESSIBILITY GUIDELINES; PROPOSED RULE, PUBLISHED IN THE FEDERAL REGISTER ON JULY 23, 2004,



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GEOTECHNICAL NOTE

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John Marchagen

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RSA SPECIAL NOTES

PROJECT SPECIFIC NOTES

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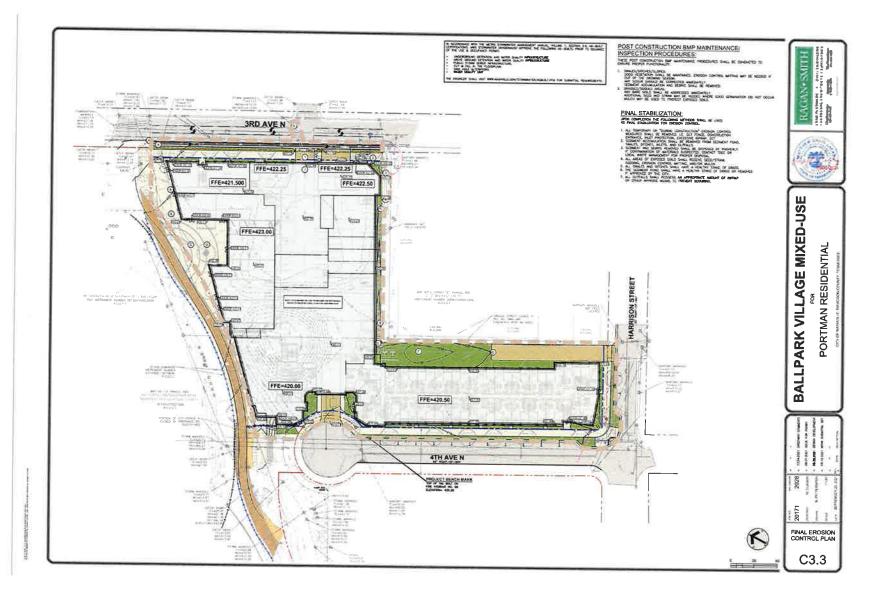
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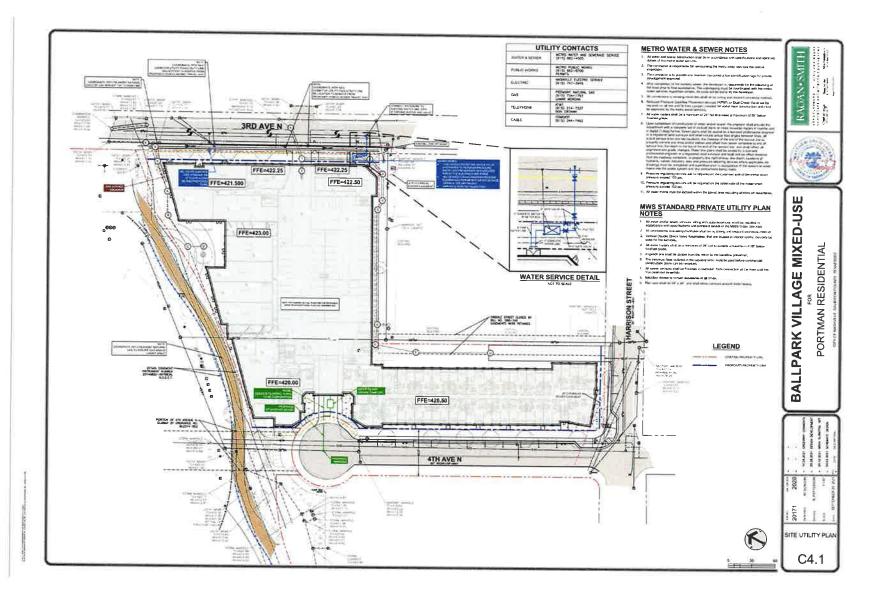
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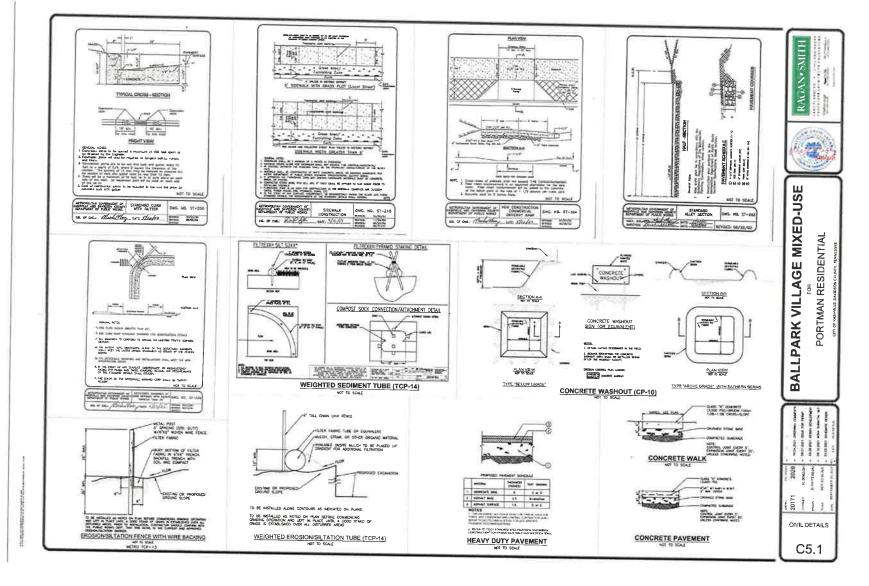
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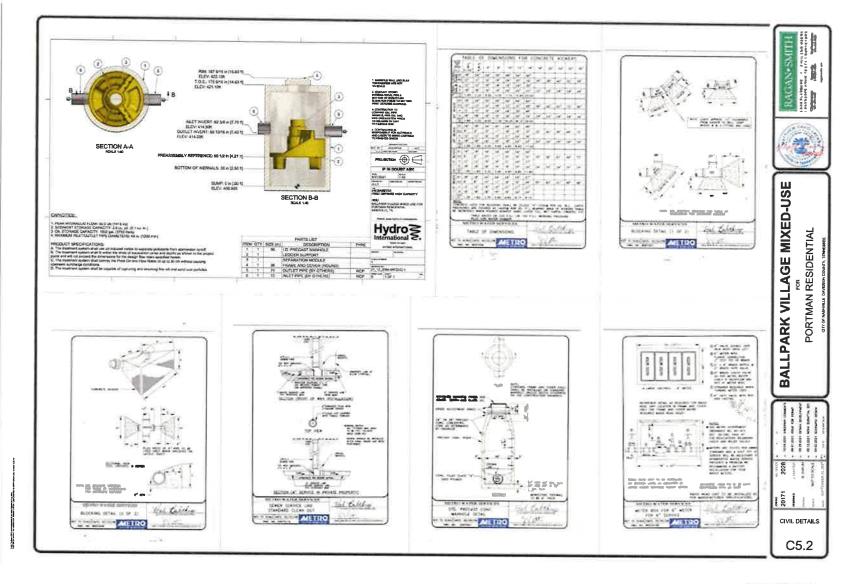
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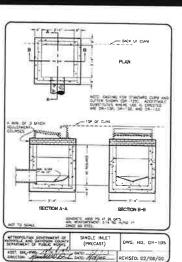


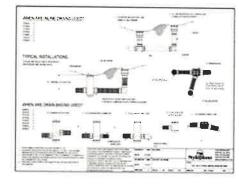


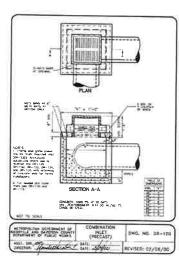




Minimum Angle Between Adapters for Drain Basins & HP Manholes





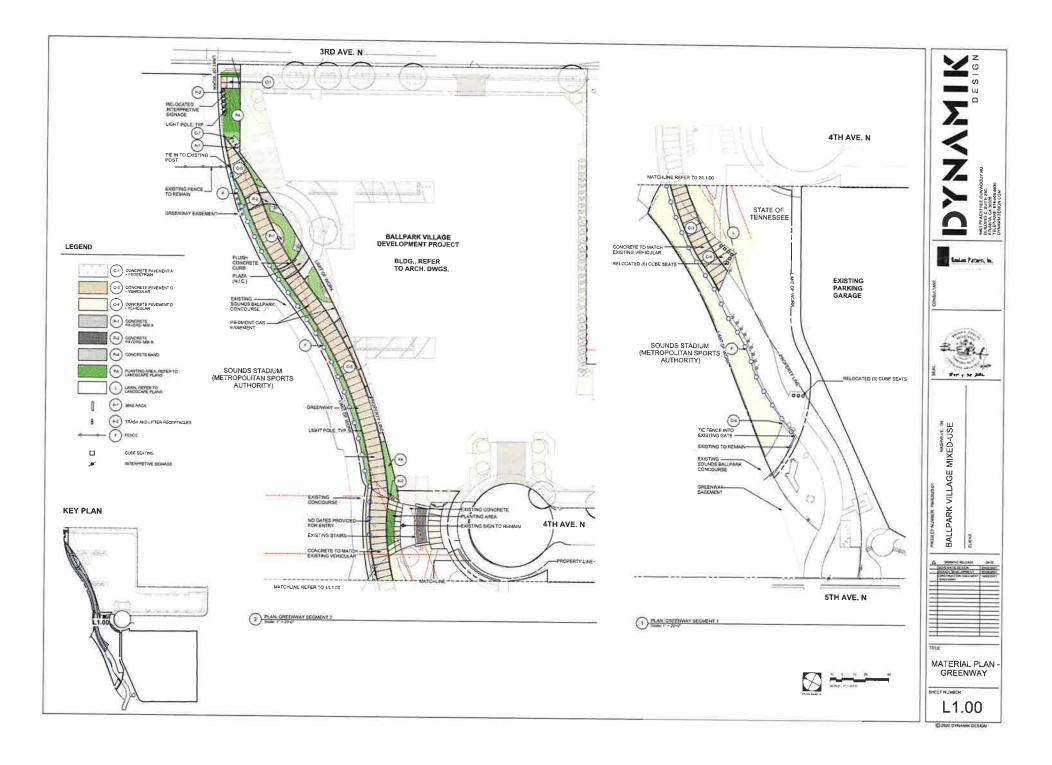


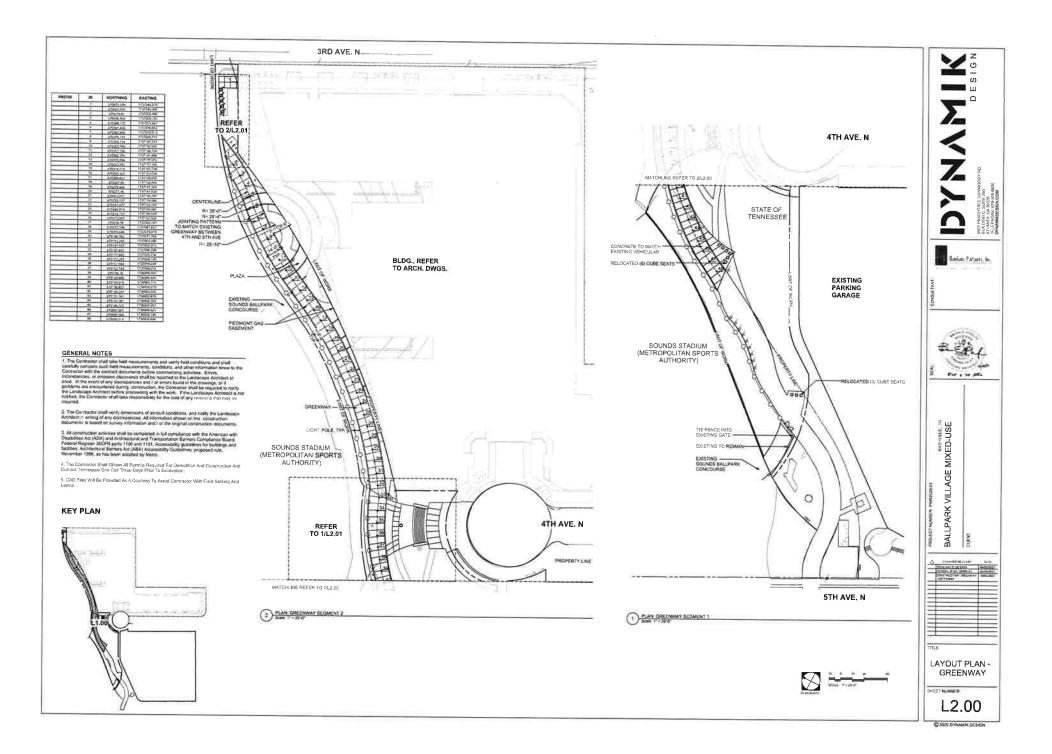


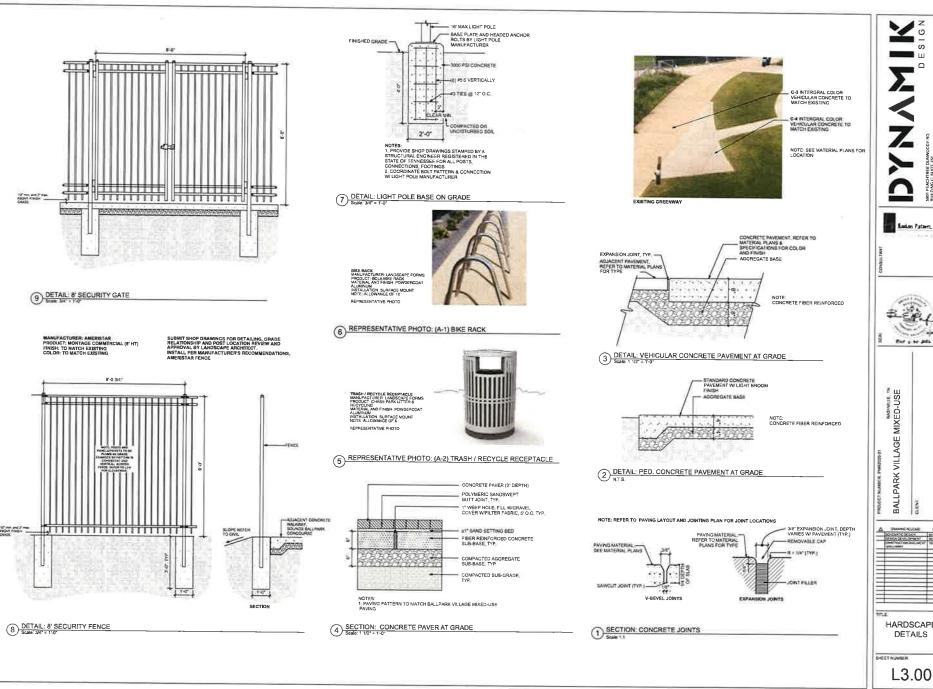


BALLPARK VILLAGE MIXED-USE PORTMAN RESIDENTIAL

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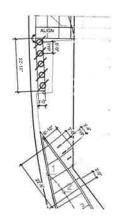




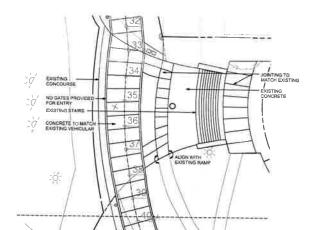


Salas Paters, le BALLPARK VILLAGE MIXED-USE HARDSCAPE

©2000 DYNAMIK DESKIN



2) PLAN GREENWAY ENLARGEMENT



PLAN GREENWAY EN ARGEMENT







Smiles Paters, Inc.

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LAYOUT PLAN -GREENWAY

SHEET NUMBER

L2.01

D 2000 DYNAMIK DESIGN

GENERAL NOTES

GENERAL WOTES

The Commission shall have field measurements and verify field conditions and shall carefully compare such field measurements, consistions, and office informations instead to the Commission with the contract document softers commission and contract documents and the contract document softers commissions, or onlession document shall be reported to the Landsaude Activities of a proclema are of commissions and or every to find in the distinction of a proclema are of commissions and or every to find in the distinction of a proclema are excountered outing construction, the Commission are destinated to make a Landsauge Activities confident on the Commission and the Commission and the responsability for the cost of any devisions that may be incurred.

 The Contractor shall verify dimensions of act-built conditions, and notify the Landscape Assisted in writing of any disclessancies. All information shows on the construction socurrents is based on pursey information and I so the original construction documents.

3. All construction activities shall be complemed in full complemes with the Amendan with Dascolline And (ADA) and Architectural and Transportation Bernari, Complemes Bount, Federal Regards OCFT paints 1950, and 1199, Accessible guideline in the United States and Incident Architectural Barriers And (ADA) Accessibility Guidelines: proposed rules Averance 1950, a less boom accessor by Merca.

The Contractor Shall Obtain All Permits Required For Demolition And Construction And Contact Tennessee One Call Three Days Prior To Excavation.

5. CAD Files Will Be Provided As A Caurtesy To Assist Contractor With Field Statung And Layout.

KEY PLAN

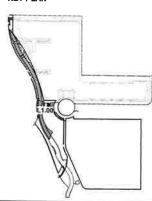
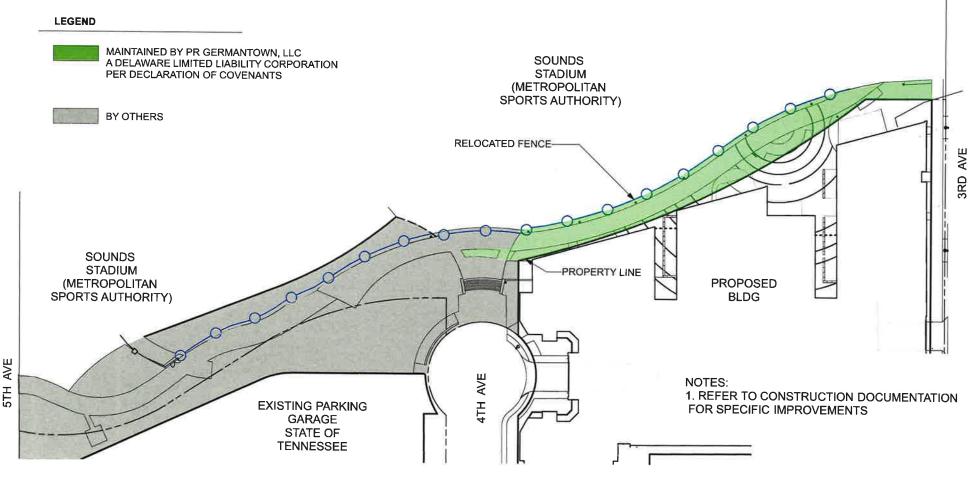
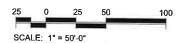


EXHIBIT "D"

MAINTENANCE AREA











BALLPARK VILLAGE MIXED USE NASHVILLE, TN

MAINTENANCE AGREEMENT • 10-04-2021

