

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
125 11th AVE PROPERTY OWNER, LLC c/o Tidal Real Estate Partners, LP 520 West 27th Street, Suite 403 New York, New York 10001	Right of way adjacent to Tax Map 093-05, Parcel 128	Same as Owner
This instrument prepared by and when recorded return to: Bradley Arant Boult Cummings, LLP (JLM) 1600 Division Street, Suite 700, P.O. Box 340025, Nashville, TN 37203		

**QUITCLAIM DEED**

FOR AND IN CONSIDERATION of the sum of \$10.00, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Grantor"), has bargained and sold, and by these presents does quitclaim, transfer and convey to **125 11<sup>th</sup> AVE PROPERTY OWNER, LLC**, a Delaware limited liability company (the "Grantee"), Grantee's successors and assigns, all of Grantor's interest in a certain property located in Davidson County, Tennessee being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all of Grantor's interest in all buildings, structures, fixtures and other improvements thereon, and all rights, interests, privileges and easements appurtenant thereto (the "Property").

This is right of way adjacent to Tax Map 093-05, Parcel 1283.

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

<p>STATE OF TENNESSEE COUNTY OF DAVIDSON</p> <p>The actual consideration for this transfer is \$0.</p> <p align="right">_____ Affiant</p> <p>Subscribed and sworn to before me this ____ day of _____, 2022.</p> <p align="right">_____ Notary Public My Commission Expires: _____</p>
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IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this \_\_\_\_ day of \_\_\_\_\_, 2022.

GRANTOR:

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, \_\_\_\_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Director of Public Property of The Metropolitan Government of Nashville and Davidson County, the within named bargainor, and that he as such Director of Public Property, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of The Metropolitan Government of Nashville and Davidson County by himself as such officer.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **Exhibit A**

### Description of Property

**SITUATED** within the 19th Council District of Nashville, Davidson County, Tennessee and being more particularly bounded and described as follows:

**BEGINNING** at an iron rod on the southwest right of way line of 11th Avenue N, located South 23 Degrees 26 Minutes 59 Seconds East, a distance of 162.47 feet from the centerline intersection of Church Street & 11th Avenue N and marking a common corner of property now or formerly belonging to 125 11th Ave Property Owners LLC (DB 20210514 0065041); thence with the southwest right of way line of 11th Avenue N, North 40 Degrees 20 Minutes 05 Seconds West, a distance of 141.02 feet to an iron rod on the southeast right of way line of Church Street; thence leaving the southwest right of way line of 11th Avenue N, North 56 Degrees 36 Minutes 48 Seconds East, a distance of 14.73 feet to a point; thence South 34 Degrees 20 Minutes 24 Seconds East, a distance of 140.00 feet to the **POINT OF BEGINNING** and containing 1,031 sf or 0.024 acres more or less.

Being a portion of the right of way of 11th Avenue N as shown on the Plan of Hynes' Addition to Nashville, as of record in Minute Book "B", Page 21, Chancery Court in Nashville, Davidson County, Tennessee.

## PERFORMANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That **125 11<sup>th</sup> AVE PROPERTY OWNER, LLC**, (hereinafter "Principal"), a Delaware limited liability company, is indebted and firmly bound unto The Metropolitan Government of Nashville and Davidson County ("Metro"), in the penal sum of **ONE HUNDRED ELEVEN THOUSAND FOUR HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$111,438.00)** good and lawful money of the United States of America, for securing the performance of certain improvements and works, as hereinafter set forth, and for the payment of which sum well and truly to be made the undersigned does hereby bind itself, its heirs, executors, administrators, successors and assigns, firmly by these presents, and in support thereof represents, acknowledges and agrees as follows:

### Recitals

1. That **125 11<sup>th</sup> AVE PROPERTY OWNER, LLC**, a Delaware limited liability company, having a mailing address of c/o Tidal Real Estate Partners, LP 520 West 27th Street, Suite 403, New York, New York 10001.
2. The Principal is the owner of the property located at the intersection of 11<sup>th</sup> Avenue North and Church Street (the "125 11<sup>th</sup> Ave Property"), which is more particularly described on Exhibit A.
3. Adjacent to the 125 11<sup>th</sup> Avenue Property is a portion of excess right of way of 11<sup>th</sup> Avenue North (the "Excess Right of Way Property"), which is shown on the drawing attached hereto as Exhibit B and is more particularly described on Exhibit C.
4. The Principal has agreed that in exchange for Metro quitclaiming the Excess Right of Way Property to Principal by a Quitclaim Deed in the form attached hereto as Exhibit D, the Principal shall construct a bus stop for WeGo Public Transit (the "Bus Stop"), as shown



on the drawings attached hereto as Exhibit E and pursuant to the specifications drawings attached hereto as Exhibit F.

5. Metro will not execute the Quitclaim Deed in the form attached hereto as Exhibit D until the Principal executed this Performance Agreement and provided sufficient surety for the completion of the Bus Stop.

6. It is the desire of the Principal to have the Excess Right of Way Property conveyed to Principal prior to the completion of the construction of the Bus Stop.

7. It is estimated that the cost of completing of the construction of the Bus Stop is **ONE HUNDRED ELEVEN THOUSAND FOUR HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$111,438.00)**, as shown on the estimate from Yates Construction attached hereto as Exhibit G.

8. Metro is willing, in lieu of the completion of the construction of the Bus Stop prior to conveyance of the Excess Right of Way Property to Principal, to execute this Performance Agreement with good and sufficient surety in an amount equal to the estimated cost of completion of the construction Bus Stop, providing and insuring that said improvements will be constructed.

9. To secure the completion of the construction Bus Stop, and to induce Metro to convey the Excess Right of Way Property to Principal prior to the completion of the construction of the Bus Stop. Principal provides this Performance Agreement and a certified check payable to Metro in an amount equal to **ONE HUNDRED ELEVEN THOUSAND FOUR HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$111,438.00)**.

10. Principal agrees to have a registered professional engineer involved in the construction of the Bus Stop for the purpose of monitoring construction in order to determine

conformity with the drawings attached hereto as Exhibit E and pursuant to the specifications drawings attached hereto as Exhibit F. All costs for the aforementioned professional services shall be borne by Principal.

NOW THEREFORE,

In the event said Principal shall fully comply with all the terms hereof, and shall construct, install and complete the Bus Stop, as hereinafter enumerated, and as are shown on the drawings attached hereto as Exhibit E and pursuant to the specifications drawings attached hereto as Exhibit F, and do all of said work in a proper and workmanlike manner to the satisfaction of Metro, then this obligation shall be void. In the event that the Bus Stop is not completed in accordance with drawings attached hereto as Exhibit E and pursuant to the specifications drawings attached hereto as Exhibit F, then the entire penal sum of **ONE HUNDRED ELEVEN THOUSAND FOUR HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$111,438.00)** shall be forfeited and paid to Metro by Principal and/or Surety as liquidated damages for such default. Metro shall then use said funds to pay for completion of the Bus Stops, refunding any unused portion of said funds. The Principal acknowledges that it is liable for all obligations under this Performance Agreement.

Witness my hand this the 17<sup>th</sup> day of NOVEMBER, 2022.

**125 11<sup>th</sup> AVE PROPERTY OWNER, LLC**, a  
Delaware limited liability company

BY:   
NAME: MICK WALSDORF  
TITLE: MANAGER

STATE OF NEW YORK

COUNTY OF NEW YORK

Personally appeared before me, \_\_\_\_\_, a Notary Public of said County and State, MICK WALSDORF, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged (her)himself to be the MANAGER of 125 11<sup>th</sup> AVE PROPERTY OWNER, LLC, a Delaware limited liability company, and that (s)he as such MANAGER being authorized so to do, executed the foregoing instrument for the purposes contained therein.

Witness my hand and seal, this the 17<sup>th</sup> day of November, 2022.

Barbara S. Massler  
NOTARY PUBLIC

My Commission Expires: 10-06-2023

**BARBARA S. MASSLER**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01MA8099778**  
**Qualified in New York County**  
**My Commission Expires 10-06-2023**

Exhibit A

Description of the 125 11<sup>th</sup> Ave Property

Being a tract of land in Nashville, Davidson County, Tennessee, said tract being the REH Investments, LLC property as of record in QC-20160425 0040067 Register's Office, Davidson County, Tennessee, said tract also being Lot 126 and portions of Lots 125, 127 & 128 on the Plan of Hynes' Addition to Nashville, as of record in Minute Book "B", Page 21, Chancery Court in Nashville, Davidson County, Tennessee and being more particularly described as follows;

Beginning at a ½" Iron Rod capped Elliott at the southeastern intersection of Church Street and Alley # 225, thence with the southern margin of Church Street North 56 degrees 36 minutes 48 seconds East for 137.24 feet to a ½" Iron Rod capped Elliott at the southeastern intersection of Church Street and 11th Avenue North;

Thence leaving said margin of Church Street and with the western margin of said 11th Avenue North South 40 degree 20 minutes 05 seconds East for 141.02 feet to a ½" Iron Rod capped Elliott;

Thence South 34 degrees 20 minutes 24 seconds East for 93.06 feet to a ½" Iron Rod capped Elliott on the northern line of the Somera Road – Gibson Nashville, LLC property as of record in DB-20171114 0116708 Register's Office, Davidson County, Tennessee;

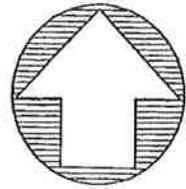
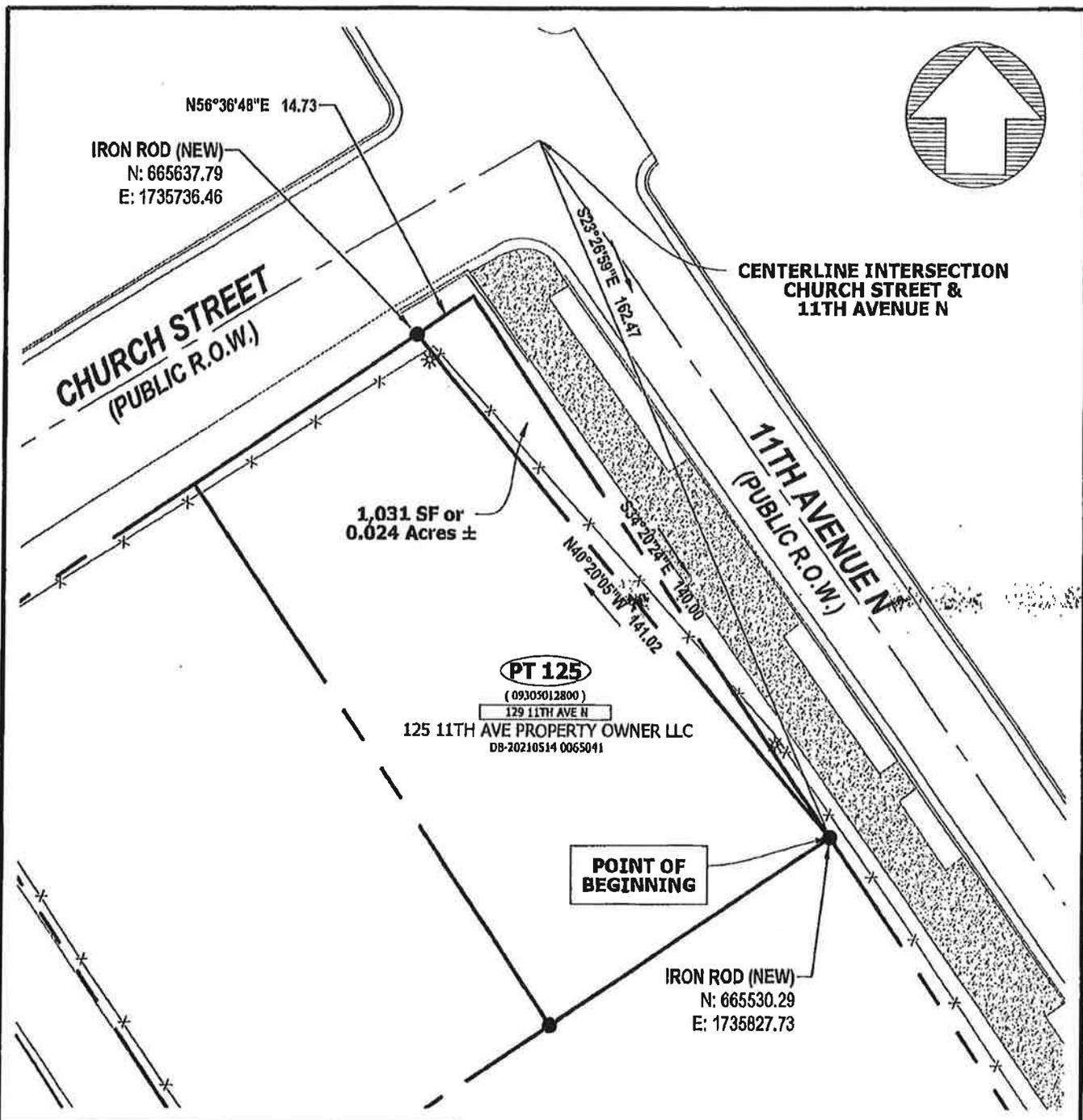
Thence leaving said margin of 11th Avenue North and with the northern line of said Somera Road Gibson Nashville, LLC property South 55 degrees 41 minutes 32 seconds West for 152.00 feet to a ½" Iron Rod capped Elliott in the eastern margin of said Alley # 225;

Thence with said eastern margin of Alley # 225 North 34 degrees 19 minutes 39 seconds West for 235.50 feet to the point of beginning, said tract of land herein described containing 0.793 acres more or less, being subject to an Easement for Permanent Air Rights in Book 8171, Page 827, Register's Office, Davidson County, Tennessee, and being according to a boundary survey performed by Clint Elliott Survey dated 02-27-2021, Jason A Garrett TN RLS # 2861.

Being the same property conveyed by REH Investments, LLC ("REH"), the Jonathan M. Harwell Separate Share Trust under the Will of Robert E. Harwell, and Family Trust u/w Robert E. Harwell #II F/B/O Coleman A. Harwell, II, to 125 11th Ave Property Owner LLC, a Delaware limited liability company, by Quitclaim Deed of record at Instrument No. 20210514-0065040, in the Register's Office for Davidson County, Tennessee.

Exhibit B

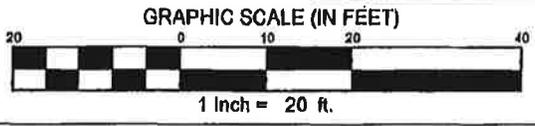
Drawing of Excess Right of Way Property



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0820-3-07. THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM RECORDED DEEDS, PLATS, AND FIELD MEASUREMENTS. SAID PROPERTY IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THE SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.



**EXHIBIT 'A'**  
**INTERSECTION OF**  
**CHURCH STREET & 11TH AVENUE N**  
 NASHVILLE, TENNESSEE



**CLINT**  
**ELLIOTT**  
**SURVEY**

P.O. Box 331875  
 Nashville, TN 37203  
 clintellottsurvey.com  
 (615) 490-3236

Drafted By: MJB

Exhibit C

Description of the Excess Right of Way Property

**SITUATED** within the 19th Council District of Nashville, Davidson County, Tennessee and being more particularly bounded and described as follows:

**BEGINNING** at an iron rod on the southwest right of way line of 11th Avenue N, located South 23 Degrees 26 Minutes 59 Seconds East, a distance of 162.47 feet from the centerline intersection of Church Street & 11th Avenue N and marking a common corner of property now or formerly belonging to 125 11th Ave Property Owners LLC (DB 20210514 0065041); thence with the southwest right of way line of 11th Avenue N, North 40 Degrees 20 Minutes 05 Seconds West, a distance of 141.02 feet to an iron rod on the southeast right of way line of Church Street; thence leaving the southwest right of way line of 11th Avenue N, North 56 Degrees 36 Minutes 48 Seconds East, a distance of 14.73 feet to a point; thence South 34 Degrees 20 Minutes 24 Seconds East, a distance of 140.00 feet to the **POINT OF BEGINNING** and containing 1,031 sf or 0.024 acres more or less.

Being a portion of the right of way of 11<sup>th</sup> Avenue N as shown on the Plan of Hynes' Addition to Nashville, as of record in Minute Book "B", Page 21, Chancery Court in Nashville, Davidson County, Tennessee.

Exhibit D

Form of Quitclaim Deed



IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this \_\_\_\_ day of \_\_\_\_\_, 2022.

GRANTOR:

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, \_\_\_\_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Director of Public Property of The Metropolitan Government of Nashville and Davidson County, the within named bargainor, and that he as such Director of Public Property, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of The Metropolitan Government of Nashville and Davidson County by himself as such officer.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## Exhibit A

### Description of Property

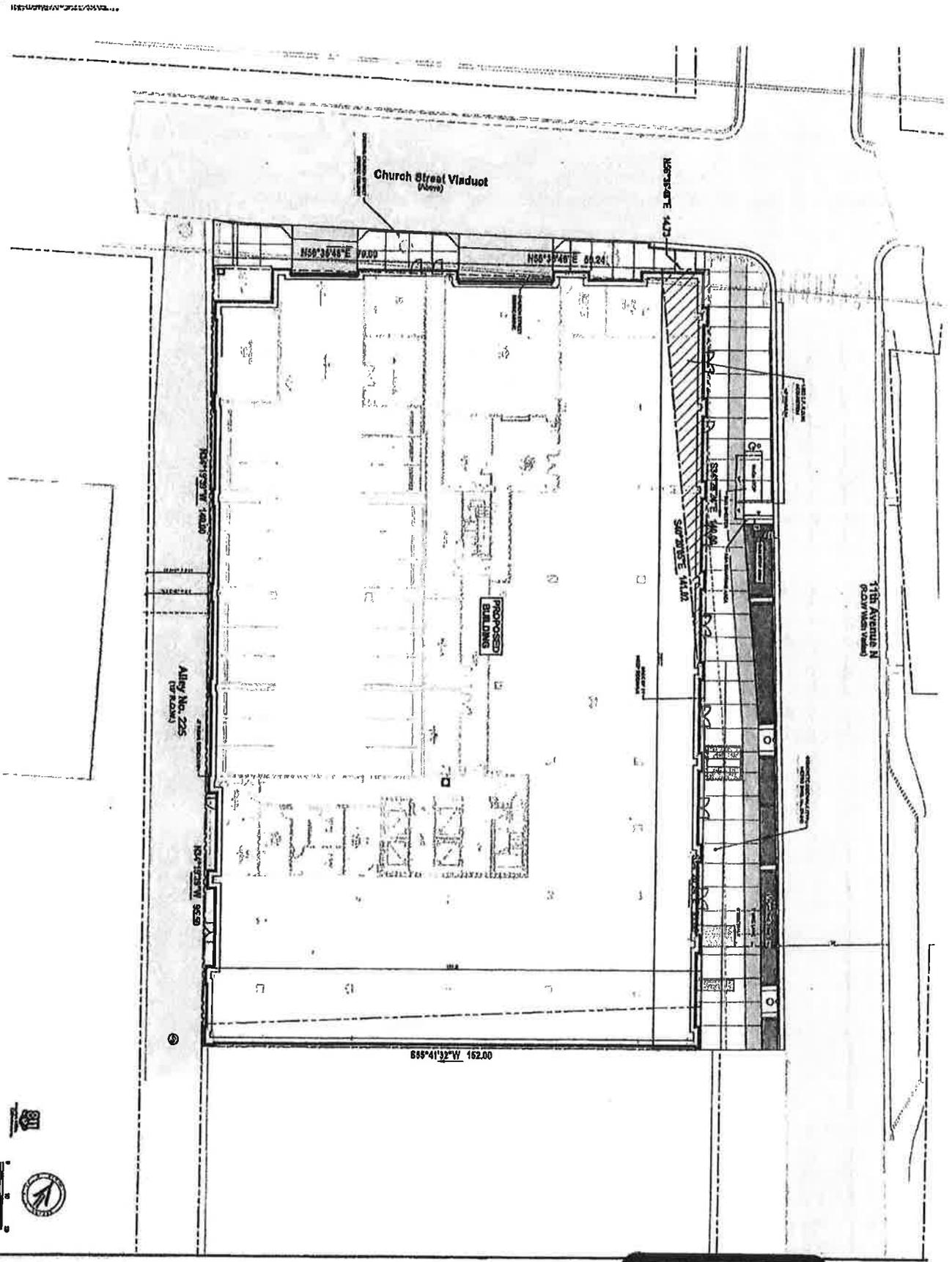
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Being a portion of the right of way of 11th Avenue N as shown on the Plan of Hynes' Addition to Nashville, as of record in Minute Book "B", Page 21, Chancery Court in Nashville, Davidson County, Tennessee.

Exhibit E

Drawings of Bus Stop



# 125 11th AVENUE

**EXHIBIT**  
E



SHEET NO. C4.1  
 DATE: 21-1-2009  
 PROJECT: 125 11th AVENUE  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

MAPS/PLANS DIVISION/COURT, ID/48482







Sidewalk (5'  
Bike Path (5'

5'x8' ADA Landing

0

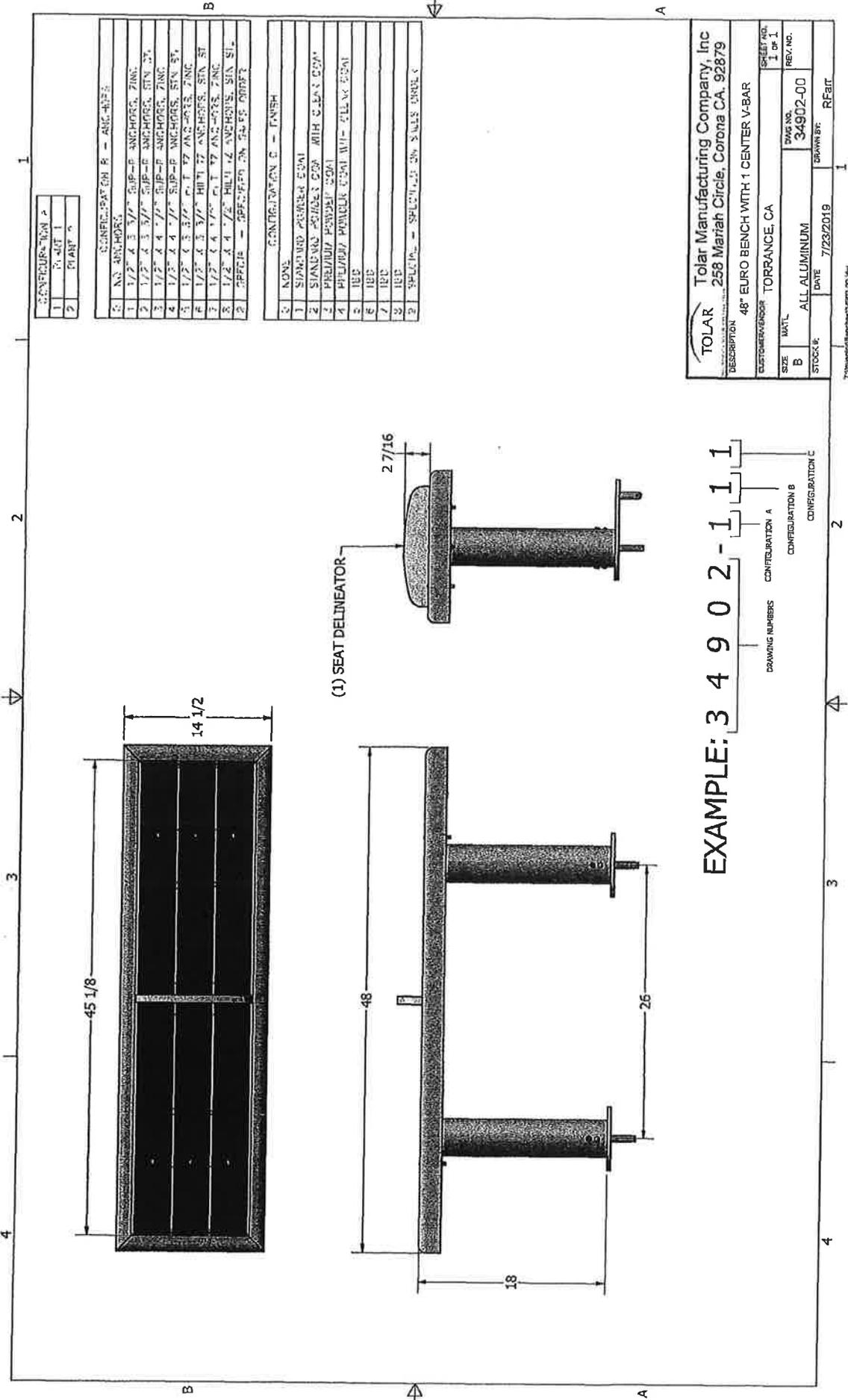
0

0

Exhibit F

Specifications for Bus Stop





CONFIGURATION A	
1	FINISH
2	FINISH

CONFIGURATION B - ANCHORS	
1	NO. ANCHORS
2	1/2" x 3 3/4" SUP-P ANCHORS, ZINC
3	1/2" x 4 3/4" SUP-P ANCHORS, ZINC
4	1/2" x 4 1/2" SUP-P ANCHORS, ZINC
5	1/2" x 4 1/2" SUP-P ANCHORS, STN. ST.
6	1/2" x 3 3/4" SUP-P ANCHORS, ZINC
7	1/2" x 4 1/2" SUP-P ANCHORS, STN. ST.
8	1/2" x 4 1/2" SUP-P ANCHORS, ZINC
9	1/2" x 4 1/2" SUP-P ANCHORS, STN. ST.

CONFIGURATION C - FINISH	
1	NO. FINISH
2	STANDARD POWDER COAT
3	STANDARD POWDER COAT WITH CLEAR COAT
4	PRIMAFLUX POWDER COAT
5	PRIMAFLUX POWDER COAT WITH CLEAR COAT
6	100
7	100
8	100
9	100

**TOLAR** Tolar Manufacturing Company, Inc  
258 Mariah Circle, Corona CA, 92879

DESCRIPTION: 48" EURO BENCH WITH 1 CENTER V-BAR

CUSTOMER: TORRANCE, CA

SIZE: B  
MATERIAL: ALL ALUMINUM

STOCK #:  
DATE: 7/23/2019  
DRAWN BY: RFAIT

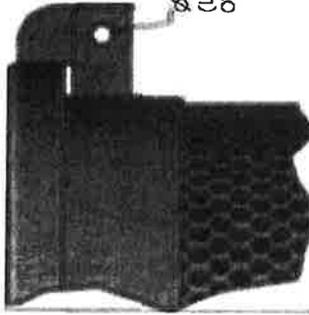
SHEET NO. 1 OF 1  
DWG. NO. 34902-00  
REV. NO.

Torrens@tolarcorp.com

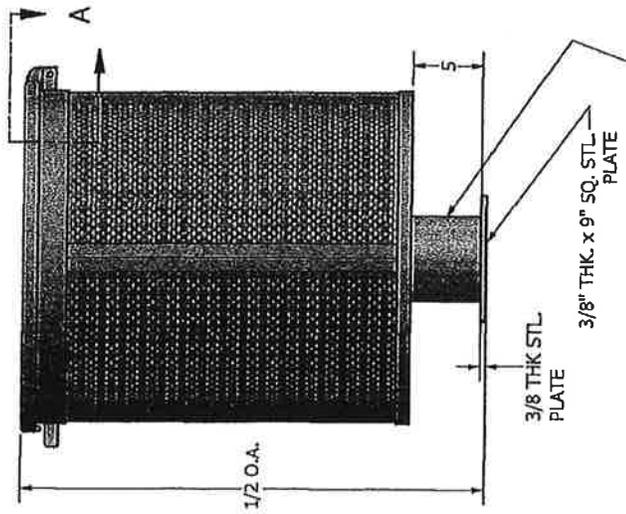
EXAMPLE: 3 4 9 0 2 - 1 1 1 1

DRAWING NUMBERS: CONFIGURATION A, CONFIGURATION B, CONFIGURATION C

1 2 3 4



Ø7/16 LOCK HASP  
(LOCK SUPPLIED BY  
OTHERS)



BAND, TRASH CAN PEDASTAL  
6" DIA x 1/8" W.T. STL TUBE

DETAIL A  
SCALE 1/2

EXAMPLE: 1 2 3 4 8 - 2 1 1

DRAWING NUMBER CONFIGURATION A CONFIGURATION B CONFIGURATION C

CONFIGURATION A	
1	PLANT 1
2	PLANT 2

CONFIGURATION R - ANCHORS	
0	NO ANCHORS
1	1/2" X 3 3/4" SUP-R ANCHORS, ZINC
2	1/2" X 3 3/4" SUP-R ANCHORS, STN STI
3	1/2" X 4 1/4" SUP-R ANCHORS, ZINC
4	1/2" X 4 1/4" SUP-R ANCHORS, STN STI
5	1/2" X 5 3/4" HULL 1Z ANCHORS, ZINC
6	1/2" X 5 3/4" HULL 1Z ANCHORS, STN STI
7	1/2" X 4 1/2" HULL 1Z ANCHORS, ZINC
8	1/2" X 4 1/2" HULL 1Z ANCHORS, STN STI
9	SPECIAL - SPECIFIED ON SALES ORDER

CONFIGURATION C - FINISH	
0	NCNF
1	STANDARD POWDER COAT
2	STANDARD POWDER COAT WITH CLEAR COAT
3	PREMIUM POWDER COAT
4	PREMIUM POWDER COAT WITH CLEAR COAT
5	TBU
6	TBU
7	TBU
8	TBU
9	SPECIAL - SPECIFIED ON SALES ORDER

<b>Tolar Manufacturing Company, Inc</b> 258 Mariah Circle, Corona CA. 92879	
DESCRIPTION TRASH CAN, 32 GAL, PERF METAL W/ PEDASTAL	
CUSTOMER NUMBER	MEMPHIS, TN
SIZE	MATL
DWG NO.	REV. NO.
33208-121	
STOCK #	DATE
ALL STL	9/24/2018
DRAWN BY	RF:BT

Tolar Manufacturing Company, Inc

Exhibit G

Cost Estimate



## ESTIMATE DETAIL

Job Name: 125 11th Avenue  
 Date: 11/1/2022 revision 1

### DESCRIPTION

**WEGO STOP - Bus Stop Canopy, Bench, and Trash Receptacle**  
 Includes ADA Ramp, sidewalk, planting zone, curb and gutter and bike lane.

Item Description	Quantity	Unit	Unit	Subtotal	Total Cost
<b>Division 2</b>					
ADA Ramp and Sidewalk (N/A)	640	SF	0.00	-	-
Planting Area Grading	406	SF	12.00	4,872.00	4,872.00
Landscaping (soil and plants)	406	SF	21.00	8,526.00	8,526.00
Curb and Gutter (N/A)	150	LF	0.00	-	-
Bike Lane (N/A)	733	SF	0.00	-	-
			0.00	-	-
<b>Division 3</b>					
Bus Stop Foundation	1	LS	4200.00	4,200.00	4,200.00
			0.00	-	-
<b>Division 10</b>					
Tolar Model Dome Shelter 12ft	1	EA	12150.00	12,150.00	12,150.00
Tolar Model 48" Mesa Bench	1	EA	890.00	890.00	890.00
Tolar Solar Lighting System	1	EA	2911.49	2,911.49	2,911.49
Tolar 32 Gallon Metal Trash Receptacle	1	EA	1250.00	1,250.00	1,250.00
Frieght	1	LS	6500.00	6,500.00	6,500.00
	0		0.00	-	-
Installation	1	LS	15000.00	15,000.00	15,000.00
			0.00	-	-
			0.00	-	-
<b>General Conditions</b>					
Project Management and Supervision	6	WK	4200.00	25,200.00	25,200.00
Traffic Control	4	WK	4100.00	16,400.00	16,400.00
	0		0.00	-	-
	0		0.00	-	-

Subtotal 97,899.49 97,899.49

Subtotal \$ 97,899.49 \$ 97,899.49

<b>Indirects</b>					
Gross Receipts Tax	0.02%			19.58	\$97,919.07
GL/Pollution Insurance	0.98%			959.61	\$98,878.67
PM Software	0.06%			59.33	\$98,938.00
Bond	0.00%			0.00	\$98,938.00
Contingency				5,000.00	\$103,938.00
Fee				7,500.00	\$111,438.00
<b>TOTAL OF ABOVE</b>					<b>\$111,438</b>

