

Ordinance No. _____

An ordinance authorizing the conditional abandonment of a portion of Alley 371, approving the acquisition of an interest in certain real property and improvements thereon comprising a new alley, and the granting of an easement above that new alley in connection with the development of a project in Nashville. (Proposal No. 2021M-013AB-001).

WHEREAS, Jack C. Wilder (“Wilder”) owns certain parcels of property (Parcel ID Numbers 09208030600, 09208030900, 09208036800, 09208029300, 09208029200, 09208029100, and 09212033000; collectively, the “Parcels”) adjacent to and on both sides of a portion of Alley 371; and

WHEREAS, Wilder has requested that the Metropolitan Government abandon the portion of the Alley 371 right of way adjacent to the Parcels marked as “Area A” in the drawing attached as Exhibit 1 to this ordinance, with utility easements retained; and

WHEREAS, Wilder proposes to construct improvements (the “Project”) on the Parcels and the portion of the alley to be abandoned; and

WHEREAS, Wilder has proposed to construct a new alley (the “New Alley”), marked as “Area B” on Exhibit 1, and convey to the Metropolitan Government the fee interest in the property underlying the New Alley with the quitclaim deed (the “Deed”) attached as Exhibit 2 to this ordinance; and

WHEREAS, pursuant to the terms of the document attached as Exhibit 3 (the “Easement Agreement”) to this ordinance, the Metropolitan Government proposes to convey an air-rights easement to Wilder to permit construction, use, and maintenance of improvements above the New Alley; and

WHEREAS, Wilder has offered to pay to the Metropolitan Government the sum of \$30,000 (the “Payment”) as consideration for the transaction described in this ordinance; and

WHEREAS, it is in the best interest of the citizens of Nashville and Davidson County to approve the Deed and Easement Agreement described herein.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Deed (Exhibit 2) is hereby approved, and the Director of Public Property or designee is authorized to accept and record it.

Section 2. The Easement Agreement (Exhibit 3) is hereby approved, and the Director of Public Property or designee is authorized to accept and record it.

Section 3. The abandonment of the portion of Alley 371 marked as Area A on Exhibit 1 is hereby approved on the conditions that: (a) Wilder shall furnish to the Director of the Metropolitan Department of Transportation a letter of credit, acceptable in form to the Director of Law, in the full amount of the estimated cost of construction of the New Alley, securing to the Metropolitan Government Wilder's completion thereof; (b) no final use and occupancy permit shall issue for the Project until the Director of the Metropolitan Department of Transportation shall have filed with the Metropolitan Clerk a notice of acceptance of the New Alley; and (c) all utility easements held by the Metropolitan Government shall be retained.

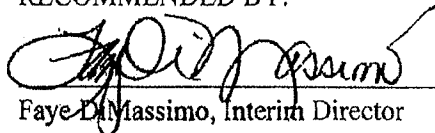
Section 3. The Director of Public Property or designee is authorized to execute such other documents as are necessary to carry out the property conveyances contemplated herein and the intent of this ordinance.

Section 4. The Director of Finance is authorized to accept the Payment on behalf of the Metropolitan Government.

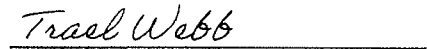
Section 5. Amendments to the Deed or Easement Agreement approved by this ordinance may be authorized by resolution of the Metropolitan Council.

Section 6. This ordinance shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:



Faye DiMassimo, Interim Director
Department of Transportation

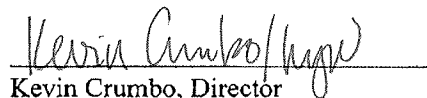


Trael Webb, Director
Division of Public Property

INTRODUCED BY:


Member(s) of Council

APPROVED AS TO FUNDING:

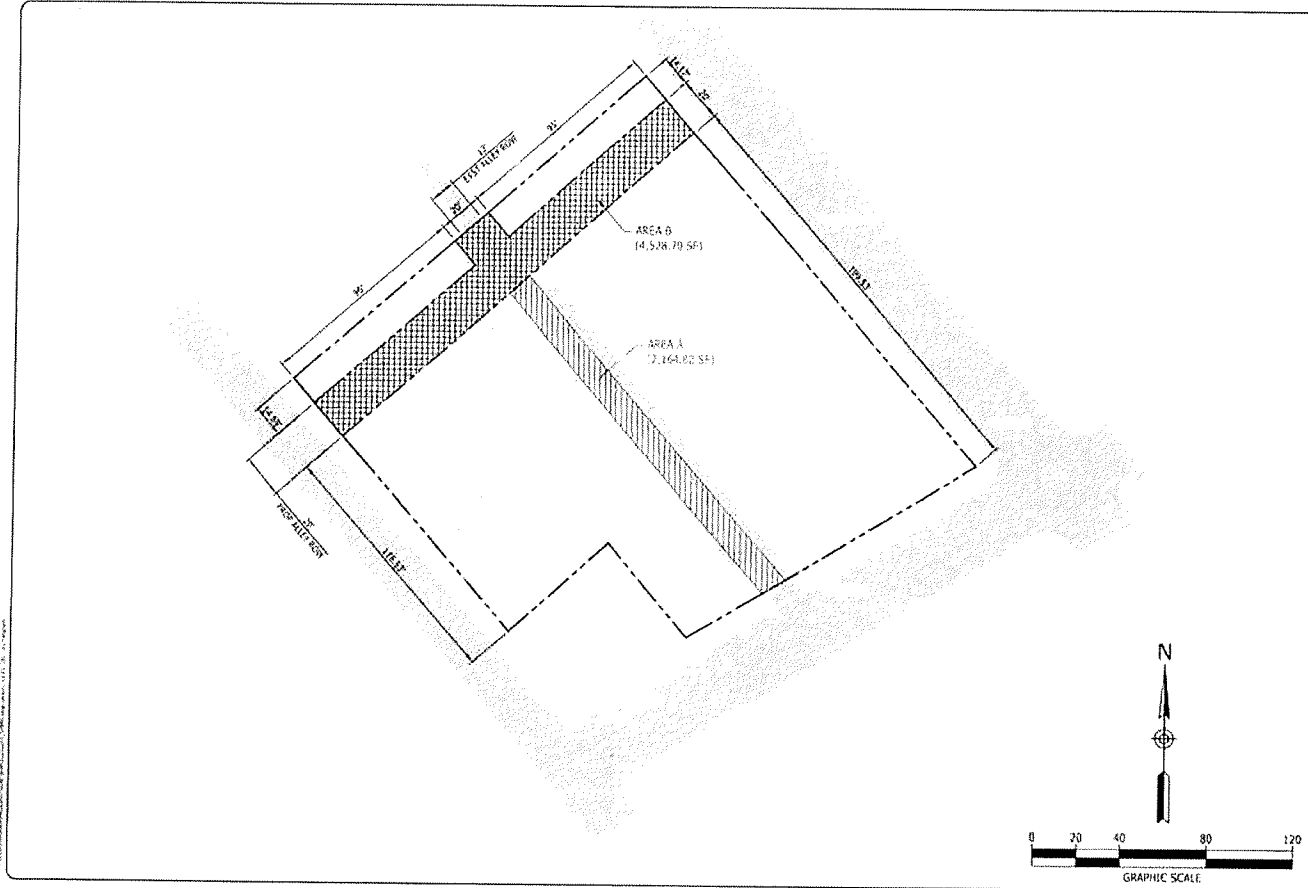


Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney



ONE DEVELOPMENT
1000 UNIVERSITY AVENUE
SUITE 100
DENVER, CO 80202



15TH AVENUE
& McMILLIN
322.177 SQ. FT. LOT
WAS FILED IN DECEMBER 2020
SOUTH BEND COUNTY

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
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DATE: 11/11/2020
DRAWN BY: J. H. HARRIS

EX-01

EXHIBIT

1

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Exhibit 2

THIS INSTRUMENT PREPARED BY
AND RETURNABLE AFTER RECORDING TO:

Address New Owner(s)	Tax Identification No.	Send Tax Bills To:
The Metropolitan Government of Nashville and Davidson County 1 Public Square Nashville, TN 37201		SAME ADDRESS AS NEW OWNER


QUITCLAIM DEED

FOR AND IN CONSIDERATION of other monetary consideration in hand paid, the receipt and sufficiently of which are hereby acknowledged, Jack C. Wilder, (the "Grantor"), by these presents hereby sells, assigns, and quitclaims to the Metropolitan Government of Nashville and Davidson County (the "Grantee"), Grantee's successors and assigns, all of Grantor's right, title, and interest in and to certain real property in City of Nashville, Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This transfer is for the relocation of Alley 371.

The Property is conveyed expressly subject to all limitations, restrictions, and encumbrances as may affect the Property. Furthermore, in the event that the Property herein conveyed ceases to be used for a public alley, then fee title shall revert to the Grantor, its successors and assigns.

IN TESTIMONY WHEREOF, Grantor has executed this deed on the 2nd day of August, 2021.



Jack C. Wilder

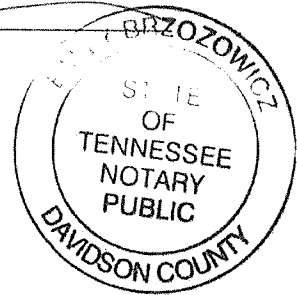
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Emily Brzozowicz, a Notary Public in and for said County and State, aforesaid, personally appeared Jack C. Wilder, the within-named bargainer, 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.

WITNESS my hand and seal, at the office in Nashville, Davidson County, Tennessee, this 2nd day of August, 2021.

Emily Brzozowicz
NOTARY PUBLIC

My Commission Expires: November 4, 2023



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer of property is \$-0-.

Jack C. Wilder
Affiant

Sworn to and subscribed before me
This 2nd day of August, 2021.

Emily Brzozowicz
Notary Public

My Commission Expires: November 4, 2023

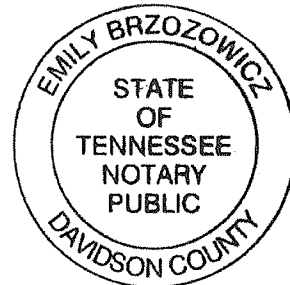


EXHIBIT A

Being a tract of land in the 19th Council District of Nashville, Davidson County Tennessee, said tract be a portion of Lots #12 & #31 on the Governor McMillin Plan of the Old State Prison Lands in Nashville, as of record in Book 161, Page 119, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a ½" Iron Rod old on the western margin of Alley #371 (12' ROW) said Rod also being the northwest corner of Lot #28 on said McMillin Plan, thence with a new line across said Alley #371 North 49 degrees 05 minutes 53 seconds East for 12.00 feet to a ½" Iron Rod capped Elliott on the eastern margin of said Alley #371, said Iron also being the northwest corner of Lot #12 on said McMillin Plan; thence with the northern line of said Lot #12 North 49 degrees 05 minutes 53 seconds East for 4.00 feet to a point, thence with a new line through said Lot #12 South 41 degrees 02 minutes 34 seconds East for 14.41 feet to a point, thence North 48 degrees 57 minutes 26 seconds East for 96.00 feet to a point on the western margin of 15th Avenue North (50' ROW), thence with the western margin of said 15th Avenue South 41 degrees 02 minutes 34 seconds East for 20.00 feet to a point, thence leaving said 15th Avenue and with a new line through said Lots #12 & # 28 South 48 degrees 57 minutes 26 seconds West for 212.00 feet to a point on the eastern margin of McMillin Avenue (40' ROW), thence with said eastern margin of McMillin Avenue North 41 degrees 02 minutes 34 seconds West for 20.00 feet to a point, thence leaving said McMillin Avenue and with a new line through said Lot #28 North 48 degrees 57 minutes 26 seconds East for 96.00 feet to a point, thence North 41 degrees 02 minutes 34 seconds West for 14.46 feet to a point on the northern line of said Lot #28, thence with said northern line North 49 degrees 05 minutes 53 seconds East for 4.00 feet to the point of beginning; said tract of land herein described contains 4,528 square feet more or less and being according to a boundary survey performed by Clint Elliott Survey dated 2-20-2020, Jason Garrett TN RLS # 2861.

AIR RIGHTS EASEMENT AGREEMENT

THIS AIR RIGHTS EASEMENT AGREEMENT (this "Agreement") is made this 2nd day of August, 2021 (the "Agreement Date"), by **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** (hereinafter "Metro" or "Grantor") and **Jack C. Wilder** and his successors and assigns (the "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Jack C. Wilder is the owner of the two parcels of real property located at 308 McMillin Street, Nashville Tennessee (Parcel ID 09208029300) and 311 15th Avenue North, Nashville Tennessee (Parcel ID 09208030600) (the "Wilder Property"); and

WHEREAS, the lots comprising the Wilder Property are adjacent to and on both sides of Public Alley 371; and

WHEREAS, Q & A Investments (the "Developer") intends to develop a mixed-use project on the Wilder Property (the "Development Project"); and

WHEREAS, as a part of the Development Project, the portion of Alley 371 (shown as "Area A" on Exhibit 1 to this Agreement) between the two lots comprising the Wilder Property is to be abandoned and closed; and

WHEREAS, as a part of the Development Project, Wilder will convey to Metro the property shown as "Area B" on Exhibit 1 to this Agreement, and the Developer will construct a new alley (the "New Alley") on such property; and

WHEREAS, the Developer proposes to construct certain improvements (the "Improvements") over the New Alley; and

WHEREAS, Grantor and Grantee desire to establish the necessary easements to permit Grantee to construct the New Alley and the Improvements.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Air Rights Easement. Grantor hereby grants, transfers and conveys unto Grantee, for the benefit of the Jack C. Wilder Property, a perpetual exclusive right and easement in the airspace commencing at the elevation that is seventeen feet six inches (17' 6") above the highest point of the surface of the Grantor's Property (the "Air Rights Easement"), to accommodate the

Improvements, consisting of building or other encroachments caused by or resulting from the construction, operation, and maintenance of the Development Project on the Wilder Property and within the Air Rights Easement. The Grantee's right to use the Air Rights Easement to construct the Development Project shall commence upon the Effective Date (as defined in Section 3(b)).

TO HAVE AND TO HOLD the Air Rights Easement, together with all rights and interests appurtenant thereto, belonging to the owner of the Wilder Property and the Grantee, and their respective successors and assigns forever.

2. Temporary Construction Easement. The Grantor hereby grants, transfers and conveys unto the Grantee a temporary non-exclusive construction easement (the "Temporary Construction Easement") over, through and across the Grantor's Property. The Grantee shall have the right to use the Grantor's Property for purposes of constructing the Development Project, including the Alley Improvements. The Grantee's right to use the Temporary Construction Easement to construct the Development Project, including the New Alley and the Improvements shall commence upon the Effective Date (as defined in Section 3(b)) and shall terminate upon full completion of the Development Project, including the New Alley and the Improvements. During the term of the Temporary Construction Easement, Grantee shall take all reasonable steps to protect and secure Grantor's Property in the proximity of any construction activities undertaken by Grantee, and Grantee shall have the obligation to cause the Grantor's Property to be maintained, cleaned and repaired as reasonable and necessary at Grantee's sole cost and expense and monitored in a manner which will allow only authorized personnel onto the Grantor's Property. Notwithstanding any of the foregoing, use of the Temporary Construction Easement shall be subject to commercially reasonable rules, limitations, and conditions adopted by Grantor, from time to time, with respect to access to and use of facilities located on Grantor's Property including, without limitation, use of and payment for utilities, location of construction parking areas, safety rules and regulations, security procedures, storage of materials, equipment and supplies, noise and pollution abatement and the like; provided, however, that Grantee's use of the Temporary Construction Easement during normal business hours shall not be adversely or materially impacted, unless such is necessary due to required maintenance, repair, or safety issues or in the case of an emergency (the Air Rights Easement and the Temporary Construction Easement being collectively referred to hereinafter as the "Easements").

3. Conditions Precedent/ Effective Date.

a. Construction Conditions Precedent. Grantor and Grantee agree that, subject only to Section 3(c) below, the Easements shall vest in Grantee on the Agreement Date. Notwithstanding the foregoing grant of such Easements, the following shall be conditions precedent to the right of Grantee to utilize the Air Rights Easement and the Temporary Construction Easement for the construction of the Development Project, including the New Alley and the Improvements (the "Construction Conditions Precedent"):

i. Grantee shall deliver to the Director of Metro's Department of Transportation (the "Director") plans and specifications prepared by Grantee's architects and engineers for the construction and installation of the Development Project, including the New Alley and the Improvements, in sufficient detail to permit the Director to determine that the portion of the Development Project located in the Air Rights Easement will not

interfere with the use of the Grantor's Property for a public alley (the "Plans and Specifications"). Within thirty (30) days following the receipt of the Plans and Specifications, the Director shall either approve the Plans and Specifications or notify Grantee of the need to modify the Plans and Specifications so that the portion of the Development Project located in the Air Rights Easement will not interfere with the use of the Grantor's Property for a public alley. The Director's approval of the Plans and Specifications approval shall not be unreasonably withheld or conditioned. If the Director fails to notify the Grantee of the approval or disapproval of the Plans and Specifications within the thirty (30) day period set for the above, the Plans and Specifications shall be deemed approved; provided, however, that notwithstanding the approval or deemed approval of Plans and Specifications, no portion of the Improvements may be constructed over Grantor's property outside of the Air Rights Easement area. Grantee shall not commence construction of the portion of the Development Project located in the Air Rights Easement until the Plans and Specifications have been approved or deemed approved by the Director. Any material amendments, modifications or revisions to the Plans and Specifications shall be subject to the same process for the Director's approval as set forth above for the initial version of the Plans and Specifications.

ii. Prior to commencing construction of the portion of the Development Project located in the Air Rights Easement, Grantee shall deliver to the Director copies of all permits, approvals, ordinances, resolutions, licenses and easements required to commence construction of the of the portion of the Development Project located in the Air Rights Easement, including all other permits from any Federal, State or other local governmental bodies or agencies required for construction of the Development Project, including the New Alley and the Improvements.

b. Effective Dates. The "Effective Date" shall be the date upon which the Construction Conditions Precedent as set forth in Section 3(a) hereof shall be satisfied (or deemed satisfied). Grantor and Grantee shall acknowledge and agree upon the specific date constituting the Effective Date by written notice executed and delivered by both Grantor and Grantee. Upon the Effective Date, subject to force majeure, Grantee shall commence and diligently proceed with construction of the Development Project, including the New Alley and the Improvements, in accordance with the terms of this Agreement.

Termination of Easements. In the event that the Construction Conditions Precedent set forth in Section 3(a) shall fail to be satisfied and Grantee shall have failed or been unable to commence construction of the Development Project, including the New Alley and the Improvements, on or prior to a date which is five (5) years from the Agreement Date, subject to force majeure (the "Outside Effective Date) Grantor shall have the right, upon written notice to Grantee (the "Termination Notice"), to elect to terminate this Agreement ("Easement Termination"). Grantor shall have the additional rights to terminate this Agreement by issuing a Termination Notice if Grantee, despite having commenced construction prior to the Outside Effective Date, fails to diligently pursue construction of the Development Project, including the New Alley and the Improvements, to completion, subject to force majeure, provided, however, that such Termination Notice shall not be issued prior to the Outside Effective Date. Upon giving the Termination Notice and effective upon the Easement Termination, the Easements granted herein shall terminate and be of no further force and effect, and Grantee's rights hereunder shall terminate. Grantor and Grantee shall cooperate and execute such documentation as is reasonably necessary

to show termination of the Easements in the official real estate records of Davidson County, Tennessee. In addition to the termination rights set forth above, Grantor shall have the right to terminate this Agreement if Grantee persistently fails to fulfill the material obligations assigned to Grantee under this Agreement and such failure continues for more than sixty (60) days after written notice from Grantor (except that such sixty (60) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such default, if such default is capable of being cured, but cannot reasonably be cured within such period, provided Grantee commences action to cure such default within such sixty (60) day period and thereafter pursues the same to completion with reasonable diligence).

4. Easement Reservations and Restrictions. The easement rights granted in this Agreement shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement.

a. Grantor reserves the right to construct improvements on Grantor's Property located adjacent to and below the Development Project consistent with other improvements located in the public right of way. Such improvements constructed shall not modify or adversely affect the foundations or other structural supports of the Development Project.

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

5. Additional Obligations of Grantee.

a. Use of Approved Plans. Grantee shall construct the Development Project, including the New Alley and Improvements, materially in accordance with the Plans and Specifications, all applicable statutes, laws and ordinances and all permits and approvals issued in connection therewith.

b. No Partnership; No Waiver of Claims. This Agreement shall in no way be construed to create, and shall not be deemed to have created, any relationship of partnership, joint venture, or otherwise.

c. Disruption of Construction and Operations. Grantee shall reasonably cooperate with Grantor to minimize the disruption of existing traffic flow on and about the New Alley

Development Project or the operation of the Development Project other than construction activities during the term of the Temporary Construction Easement. Grantee shall obtain any permits or approvals required by Grantor prior to any temporary closure of the Alley during the construction of the Development Project, including the Alley Improvements. Following the completion of the construction of the Development Project, including the Alley Improvements, Grantee shall take such steps as shall be required to keep the Alley fully operational and open, except for such alley or street closures or reduced street parking as may be requested by Grantee and approved by Grantor.

d. Removal of Lien Claims. Grantee shall resolve with reasonable promptness and remove, or cause to be removed, at its cost, any liens (mechanics, material or otherwise) filed or asserted against Grantor's Property in connection with Grantee's construction of the Development Project, including the Alley Improvements,

6. Ownership of Development Project. The improvements constructed by Grantee comprising the Development Project, other than the Alley Improvements, shall, at all times, while the easements granted hereunder remain in effect, be owned by Grantee. Grantee shall, however, have the unrestricted right to transfer or assign its rights under this Agreement, in whole or in part, together with its ownership of the Development Project, to any private party or entity without approval of Grantor, including without limitation to any owners association which may be formed by Grantee in connection with the Development Project,

7. Grantee Claims. Grantee shall be responsible for any and all loss, costs, claims, damage, liens or liability (collectively, "Grantee Claims") sustained by Grantor or any Grantor Parties (hereinafter defined) caused by, permitted by or allowed by Grantee to occur in connection with (i) any defect in design, construction, or installation of the Development Project, including the Alley Improvements, (ii) any negligent or wrongful act or omission of Grantee or any of its employees, agents, contractors, subcontractors, other representatives, licensees, guests and invitees (collectively "Grantee Parties"), (iii) any breach or default of the Grantee Parties pursuant to this Agreement, or (iv) arising from the exercise of any rights provided for in this Agreement by the Grantee Parties.

Notwithstanding the foregoing, Grantee shall have no liability for Grantee Claims resulting from (1) any negligent or wrongful act or omission by Grantor, or (ii) for any breach or default pursuant to this Agreement by the Grantor or any of its employees, agents, contractors, subcontractors, other representatives, licensees, guests and invitees, including any members of the public utilizing the Alley (collectively "Grantor Parties").

8. Covenant of No Hazardous Waste. Grantee shall not use, or permit the use of by any third party or by any of such Party's invitees, guests, employees, agents, contractors or other representatives, Hazardous Materials on, about, under or in the Development Project and on any portion of Grantor's Property, except in the ordinary course of any operations conducted thereon in accordance with this Agreement and any such use shall at all times be in compliance with all Environmental Laws. For the purpose of this Section 8, the term "Hazardous Materials" shall mean and refer to petroleum products and fractions thereof, asbestos, asbestos containing materials, urea

formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law. Also, for the purpose of this Section 8, the term "Environmental Laws" shall mean and refer to all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations that relate to or deal with human health or the environment, all as may be amended from time to time.

9. Agreement and Easements-Run with Land; Successors and Assigns. This Agreement shall run with the Grantor's Property and the Jack C. Wilder Property and shall be binding upon and shall inure to the benefit of the successors, grantees and assigns of the Parties, including without limitation, any successor owners of all or any part of the Jack C. Wilder Property.

10. Miscellaneous.

a. Further Documents and Acts. Each of the Parties agrees to timely execute and deliver such further documents and perform such other acts that may be required by the applicable laws and that may be reasonably necessary to consummate and carry into effect the agreements contemplated herein.

b. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

c. Grantee's Transfer Rights. Grantor hereby acknowledges that Grantee may from time to time assign all or a portion of Grantee's interest in the Ground Lease and the Development Project, to one or more third party purchasers (expressly including affiliates of Grantee and subsequent transferees) (each, a "Successor Party"). Grantor hereby agrees and acknowledges that the Successor Party may enjoy the rights granted hereunder to Grantee and be subject to Grantee's obligations. Provided, however, that no conveyance shall be effective to transfer Grantee's rights under this Agreement until it has been memorialized in an appropriate instrument, recorded in the office of the Davidson County Register of Deeds, containing an express and unconditional acknowledgement and acceptance by the Successor Party of its obligations under this Agreement. If the terms of this Paragraph have been fully met, Grantee shall have no further obligation to Grantor under this Agreement after the conveyance of all of Grantee's interest in the Ground Lease and the Development Project to one or more Successor Parties.

d. Provisions Severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

e. Entire Agreement. It is intended by the parties that this Agreement be the final expression of the intentions and agreements of the Parties related to the Easements. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or in writing, between the Parties hereto and contains all of the covenants and agreements between the Parties related to the Easements. No other agreements, representations, inducements, or promises, not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the Party to be charged.

f. Construction. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Agreement.

g. Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

h. Exhibits. The Parties acknowledge that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

i. Enforcement. This Agreement and the obligations of the Parties hereto shall be enforceable at law or in equity exclusively in the Chancery or Circuit Courts for Davidson County, Tennessee and each Party hereby submits to the jurisdiction of any such court to adjudicate any matter arising under this Agreement.

j. Notices. Any notice, request, demand, instruction or other document (each of which is herein called a "Notice") to be given hereunder to any Party shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), by nationally recognized overnight delivery service, or by certified mail, postage prepaid, return receipt requested, as follows

If to Grantor:

Metropolitan Government of Nashville and Davidson County, Tennessee
c/o Director of Public Property Administration
Public Works Department
750 S 5th Street
Nashville, Tennessee 37219

with a copy to:

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

If to Grantee, to:

Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, or (ii) one (1) business day after the deposit of the same with a nationally recognized overnight delivery service, or (iii) seventy-two (72) hours after the deposit of same in any United States Post Office mailbox, sent by certified mail, postage prepaid, return receipt requested, addressed as set forth above. The addresses and addressees, for the purpose of this Section 10(j), may be changed by giving written Notice of such change in the manner herein provided for giving Notice. Unless and until such written Notice of change is received, the last address and addressee stated by written Notice, or provided herein if no such written Notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

k. Mortgage Protection. Notwithstanding anything contained herein to the contrary, if Grantee or any Successor Party shall at any time grant or convey a security interest in the Ground Lease or any part or portion thereof by mortgage, deed of trust or otherwise (collectively, a "Mortgage") to any person or entity (collectively, a "Mortgagee"), such Mortgagee shall be entitled to receive notice of any default by the Party upon whose Property it holds a security interest provided that such Mortgagee shall have delivered a written request for notice (which shall include the Mortgagee's address) to each Party. Any such notice shall be given in the same manner as provided in Section 10(j) hereof. Giving of any notice of default or the failure to deliver a copy to any such Mortgagee shall in no event create any liability on the part of the Party so declaring a default. In the event that any Mortgagee shall require any modifications or amendments to the terms and provisions of this Agreement, the Parties hereto shall cooperate to effectuate any such modifications or amendments provided, however that the rights and obligations of the Parties hereunder shall not be materially and adversely affected by any such Mortgagee request.

l. Remedies. Enforcement of any provision of this Agreement shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate any promise, covenant, or condition contained herein, either to restrain violation, compel action or to recover damages. Remedies Cumulative. Any and all remedies provided by this Agreement, operation of law, or otherwise, shall be deemed to be cumulative, and the choice or implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided for herein, by operation of law, or otherwise.

m. Effect of Waiver. No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction, or condition of this Agreement. The consent or approval of either Party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

IN TESTIMONY WHEREOF, Grantor and Grantee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

GRANTEE

Jack C. Wilder

By: *Jack Wilder*
Name:
Title:

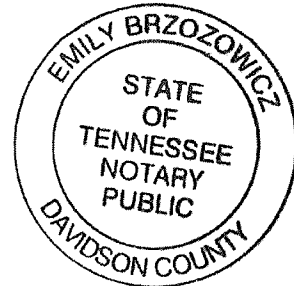
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Emily Brzozowicz, a Notary Public in and for said County and State, aforesaid, personally appeared Jack C. Wilder, the within named bargainer, 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.

WITNESS my hand and seal, at the office in Nashville, Davidson County, Tennessee, this 2nd day of August, 2021.

Emily Brzozowicz
NOTARY PUBLIC

My Commission Expires: November 6, 2023



GRANTOR:

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: _____
Name:
Title:

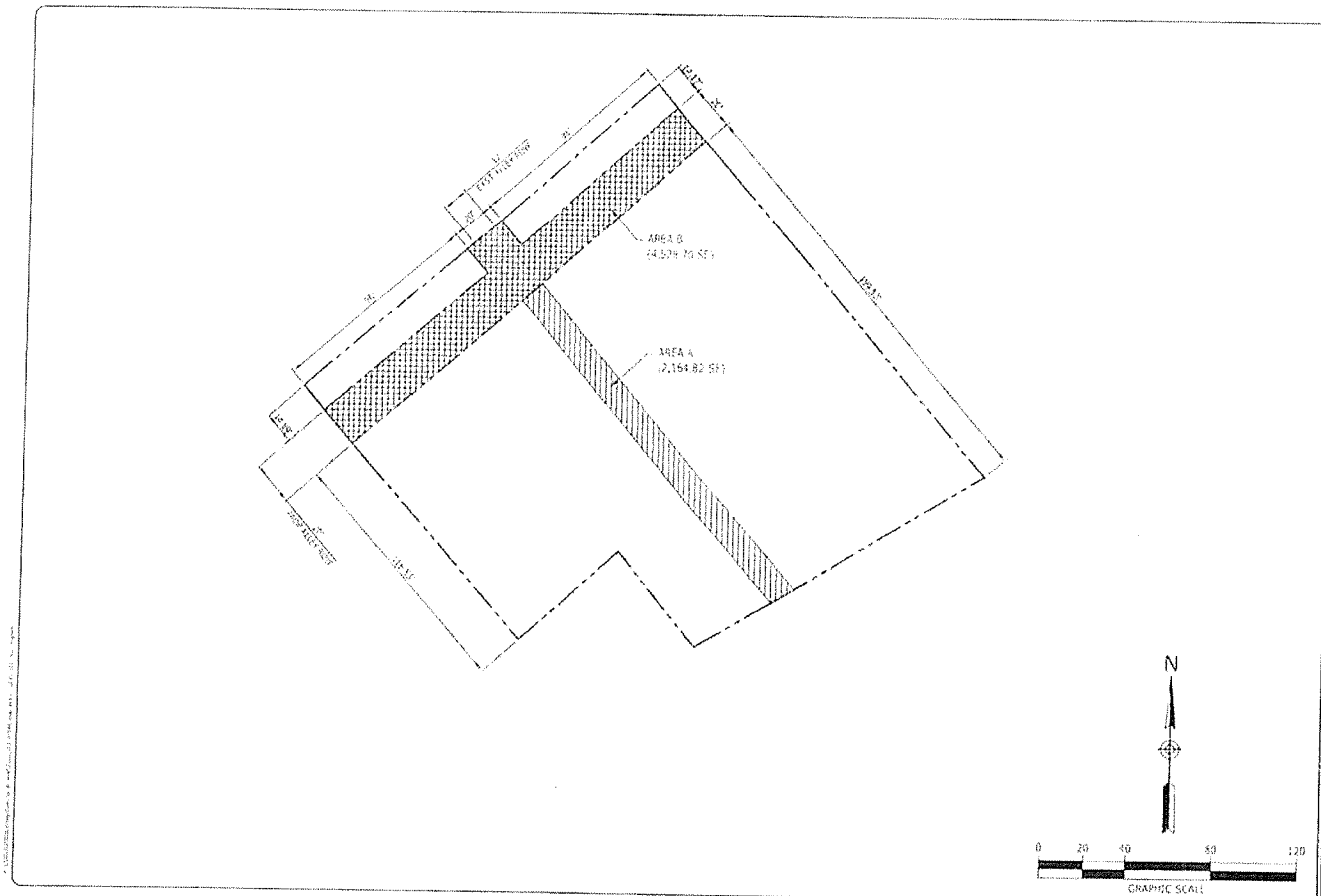
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public in and for said County and State, aforesaid, personally appeared _____, the within named bargainer, 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.

WITNESS my hand and seal, at the office in Nashville, Davidson County, Tennessee, this ____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____



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