

This instrument prepared by:

Tara M. Ladd, Esq.

Metro Water Services, Regulatory Counsel

1600 2nd Avenue North

Nashville, Tennessee 37208

TEMPORARY CRANE EASEMENT AGREEMENT

This Temporary Crane Easement Agreement (“Agreement”) is made this ____ day of ___, 2026 (the “Effective Date”), between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, (“Metro”), and Nashville Leased Housing Associates VI, LLLP, a Minnesota limited liability limited partnership (“Developer”).

Recitals

- A. Metro is the owner of that certain real property located at 2450 Buena Vista Pike, Parcel ID# 07010000700, as shown on **Exhibit A** attached hereto and incorporated herein by reference (“Metro Property”).
- B. Developer is or will be the owner of that certain real property located at or around 0, 2500, and 2506 Buena Vista Pike, Parcel IDs# 07010000100, 07010000900, and 07010000200, as shown on **Exhibit B** attached hereto and incorporated herein by reference (collectively, “Developer Property”).
- C. Developer desires to obtain a temporary aerial right-of-way and easement over certain portions of Metro Property for construction-related activities associated with the Developer Property (“Project”).
- D. One or more cranes will be located on the Developer Property, the aerial portion of which may from time to time swing across or remain stationary above the Metro Property during construction activities and may free-swing over the Metro Property while not in use (collectively, “Crane Swing”) as depicted on **Exhibit C** attached hereto and incorporated herein by reference.
- E. Metro desires to grant to Developer a temporary aerial right-of-way and easement as provided herein and Developer desires to receive said temporary aerial right-of-way and easement.

NOW, THEREFORE, for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, and INTENDING TO BE LEGALLY BOUND, it is hereby agreed as follows:

1. **RIGHT-OF-WAY AND EASEMENT.** Metro does hereby grant and convey to Developer a temporary aerial right-of-way and easement to allow the unloaded Crane Swing (“Temporary Easement”) over Metro Property (“Temporary Easement Area”).

2. **SAFETY AND INSURANCE.** Developer agrees that it will cause its contractor to install the Crane, and to operate the Crane Swing in the Temporary Easement Area, in a safe and prudent manner and in compliance with all applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time. Developer, during the term of this Easement, shall cause Developer's contractor, at its sole expense, to obtain and maintain a General Commercial Liability policy in an amount not less than \$1 million, and name Metro as an additional insured. Developer shall provide proof of insurance prior to any Crane Swing.

3. **LIVE LOAD PROHIBITION.** Under no circumstances shall a loaded boom, material or lifted load traverse or hover over any portion of Metro's Property. Developer shall configure the crane to freely weathervane with the wind, provided the boom maintains a minimum height as permitted by law.

4. **INDEMNIFICATION.** Developer agrees to indemnify, defend and hold harmless Metro, its officers, directors, members, and employees from and against all claims, losses, costs, suits and actions for bodily injury and property damages asserted by third parties arising out of or resulting from the operation of the Crane Swing in the Temporary Easement Area, except to the extent caused by the negligence or willful misconduct of Metro or its employees, agents or contractors. Developer agrees that in the event either party takes legal action to enforce any provision of this Temporary Easement Agreement, or obtain a remedy for any breach of this Agreement, and in the event Metro prevails in such action, Developer shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

5. **TERMINATION.**

(a) This Agreement will automatically terminate upon the earlier of (i) Metro's receipt of notice from Developer that the Temporary Easement granted hereunder is no longer needed by Developer, or (ii) a date which is two (2) years from the date of this Agreement.

(b) Metro shall have the ability to immediately terminate this Agreement if Developer performs a Crane Swing prior to providing proof of insurance per Paragraph 2 of this Agreement.

(c) Notwithstanding the foregoing, in the event Developer has been unable to complete the construction activities which necessitate the grant of this Temporary Easement, and provided that Developer has and will continue to diligently pursue completion of the construction activities (subject to force majeure), the term of the Temporary Easement may be extended for successive thirty (30) day periods upon fifteen (15) days' prior written notice from Developer to Metro.

6. **LIMITATION OF LIABILITY.** Notwithstanding any provision herein to the contrary, no personal liability shall at any time be asserted or enforced against any other assets of Metro or Developer or against Metro's or Developer's employees, owners, directors, officers, members, or partners under this Agreement. Neither Metro nor the Developer shall in any event be liable for consequential or punitive damages under the terms of this Agreement.

7. ASSIGNMENT. Developer may freely assign in whole or part, its obligations and rights under this Agreement to any successor entity of Developer or Developer's lender (or a party designated by Developer's lender). Any other assignment of this Agreement by Developer shall be subject to the prior written consent of Metro.

8. NOTICE. Every notice, demand, request, or other communication which any party is required or desires to give to the other shall be in writing, properly addressed, and shall be given by (i) personal delivery, (ii) established overnight commercial carrier (such as FedEx) for delivery on the next business day with delivery charged prepaid or duly charged, or (iii) by registered or certified mail (return receipt requested, first class postage prepaid), to the address set forth below, or such other address as any party may specify by notice to the other party:

If to Metro: Metro Water and Sewerage
Services
1600 2nd Avenue North
Nashville, TN 37208
Attention: Tara Ladd

If to Developer: Nashville Leased Housing Associates VI, LLLP
2905 Northwest Blvd, Suite 150
Plymouth, MN 55441
Attention: Mark S. Moorehouse
Email: mmoorhouse@dominiuminc.com

With a copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attention: Steven J. Kool
Email: skool@winthrop.com

9. EASEMENT RUNS WITH THE LAND; BINDING. The easement granted herein shall be appurtenant to the Developer Property. Each covenant and the easements granted pursuant to this Agreement shall run with the land benefited and burdened by such covenant and easement. Subject as aforesaid, this Agreement shall be binding upon and shall inure to the benefit of Metro and Developer, their respective heirs, administrators, representatives, executors, successors and assigns.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to its conflict of laws provisions.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one in the same agreement.

12. AMENDMENT. This Agreement may not be amended, modified, revoked or terminated except as expressly provided in Section 5 or by a written instrument duly executed by Metro and Developer.

13. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties hereto and their respective successors and assigns.

14. AUTHORITY. The undersigned each represent that they are authorized to act for and bind their respective parties.

15. INTEGRATION. This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties hereto with respect to such subject matter.

16. NO STRICT CONSTRUCTION. The rule of strict construction does not apply to the grant of easement contained herein. This grant shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Developer with respect to such easement shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

17. FURTHER ASSURANCES. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

18. RECORDING. This Agreement shall be recorded in the Davidson County Register of Deeds.

19. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the Effective Date.

DEVELOPER:

NASHVILLE LEASED HOUSING ASSOCIATES VI,
LLLP, a Minnesota limited liability limited partnership

By: Nashville Leased Housing Associates VI, LLC,
a Minnesota limited liability company

Its: General Partner

By: _____

Name: Timothy S. Allen

Its: Secretary

STATE OF _____,
)SS

COUNTY OF _____

On this _____ day of _____, 2026, before me, the undersigned officer, personally appeared Timothy S. Allen, who acknowledged himself to be the Secretary of Nashville Leased Housing Associates VI, LLC, a Minnesota limited liability company, the general partner of Nashville Leased Housing Associates VI, LLLP, a Minnesota limited liability limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained herein.

IN WITNESS WHEREOF, I hereunto set by hand and official seal.

Notary Public

My Commission Expires: _ _ _ _ _

METRO:

Department of Water and Sewerage Services

By: _____

Name: _____

Title: _____

Attest: _____(SEAL)

Name: _____

Title: _____

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

Exhibit A

Metro Property



Exhibit B

Developer Property

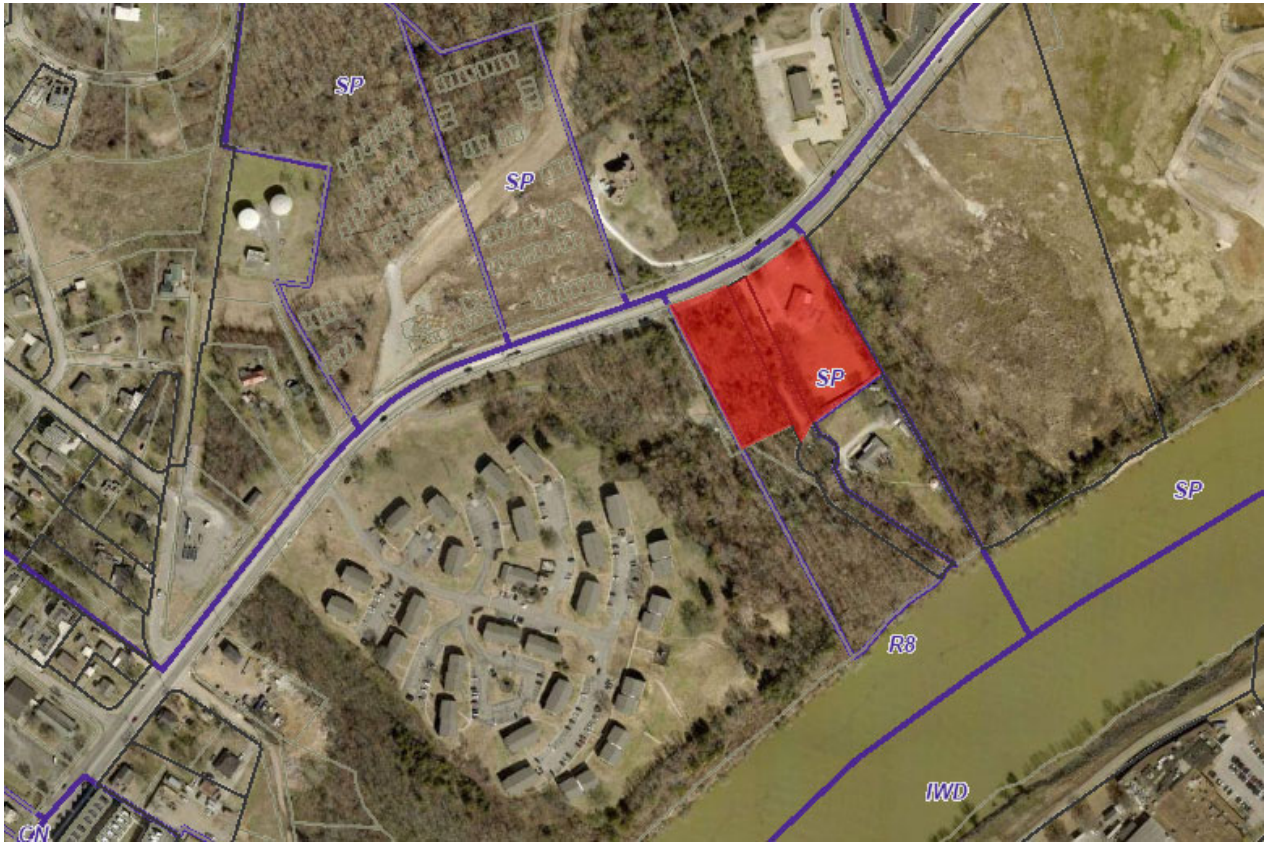
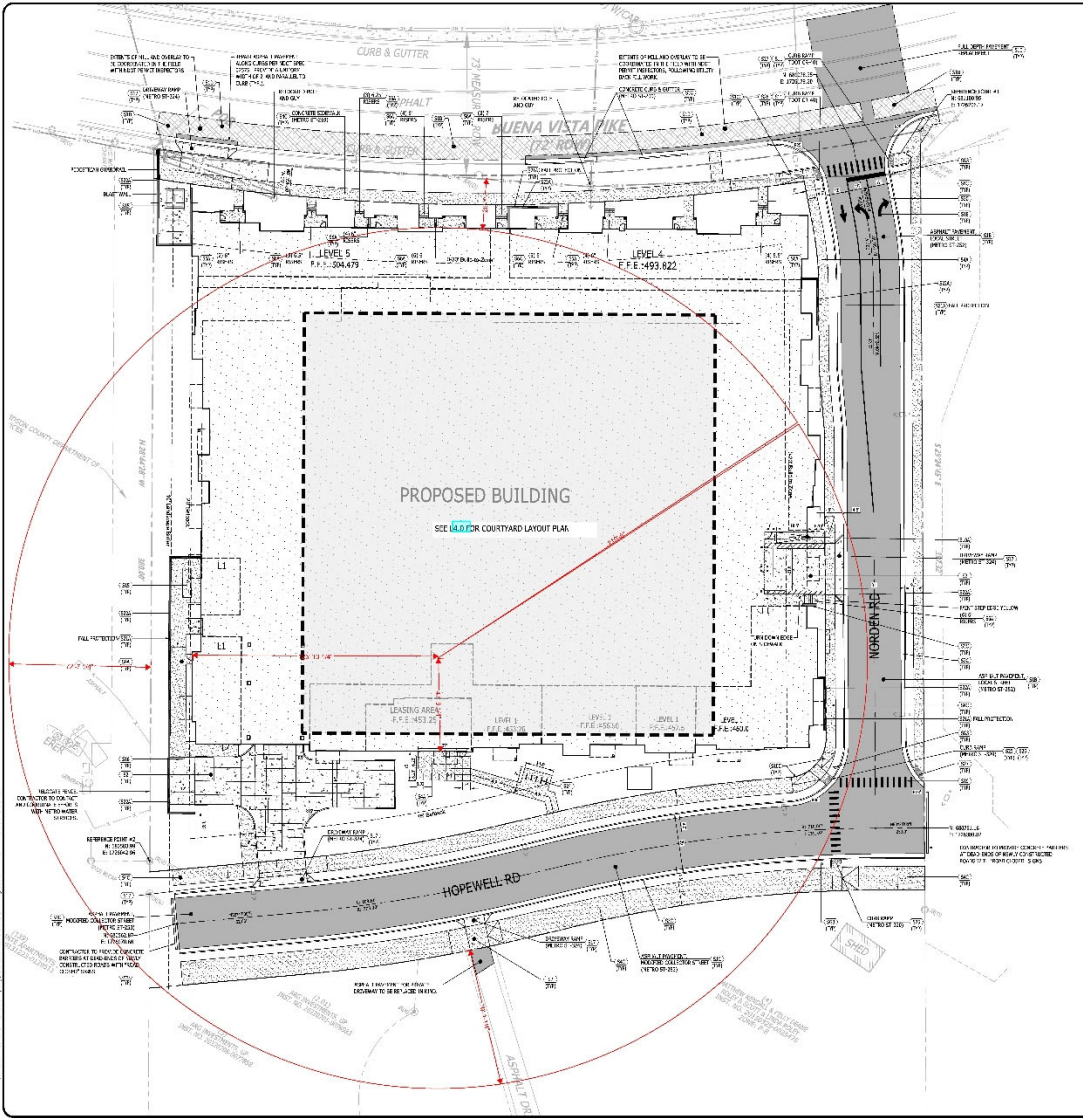


Exhibit C
Crane Swing



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