| Address New Owner: | Map-Parcel Number(s): | Send Tax Bills To: |
|---|---|---|
| Metropolitan Government of<br>Nashville and Davidson County<br>1 Public Square, Suite 106<br>Nashville, Tennessee 37201 | A portion of<br>08213038900 | Exempt |
| This instrument prepared by: State of Tennessee, Department of General Services,<br>312 Rosa L. Parks Boulevard, 22nd Floor, Nashville, Tennessee 37243 | | |

## QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **THE STATE OF TENNESSEE** ("Grantor"), hereby sells, assigns, and quitclaims to **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("Grantee"), Grantee's successors and assigns, the real property described in Exhibit A and depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by reference (the "Property").

Grantee accepts the Property AS-IS, WHERE-IS, WITH ALL FAULTS. Grantor shall have no liability to Grantee or to any person claiming by or through Grantee relating in any way to current or future environmental conditions on the Property. Grantee shall be solely responsible for any costs whatsoever relating to any current or future environmental condition on the Property.

The conveyance of the Property to Grantee by Grantor expressly incorporates the reservations, restrictions, rights of first refusal and reversion rights contained in that certain Real Estate Agreement by and between Grantor and Grantee, attached hereto as Exhibit C.

This is ***unimproved*** property bounded by Jackson Street, an existing greenway, 5th Avenue North and 4th Avenue North.

Davidson County DEEDQC
Recvd: 12/19/13 14:00 44 pgs
Fees:222.00 Taxes:0.00
**20131219-0128377**

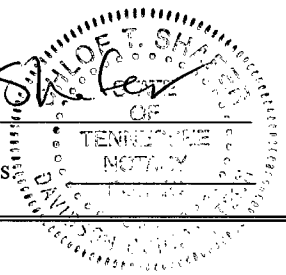
STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is –Exempt–.

Heather K. Iverson
Affiant

Subscribed and sworn to before me this 19th day of December, 2013.

Chloe T. Shaffer
Notary Public
My Commission Expires:




My Commission Expires NOV. 5, 2014

IN WITNESS WHEREOF, the Grantor has executed this Deed this 11th day of December, 2013.

**GRANTOR:** The State of Tennessee

By: _____
Robert E. Oglesby, Commissioner of the
Department of General Services

**APPROVED:**

_____
Robert E. Cooper, Jr. Attorney General

_____
Bill Haslam, Governor

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public for Davidson County, Robert E. Oglesby, Commissioner of the Department of General Services of the State of Tennessee, with whom I am personally acquainted and who, upon oath, acknowledged that he is the Commissioner of the Department of General Services, and that he as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the State of Tennessee by himself as Commissioner.

Witness my hand and seal at office this the 16th day of December, 2013.

_____
Notary Public

My Commission Expires: _____

Exhibit A

**Property Description**

A tract of land in the 19th District, Davidson County, Tennessee. Tract being all of Lot 1 Sulphur Dell Recorded in Plat Book 4660, Page 3, Register's Office Davidson County, Tennessee, (RODC) and being portions of Lots 44 and 45 Balch and Whiteside's Additions to Nashville as recorded in Minute Book D Page 734 in Circuit Court of Davidson County, Tennessee. Being bounded on the north by the southern Right of Way (ROW) of Jackson Street, on the east by the western ROW of 4th Avenue North, on the south by the remainder of the of said State of Tennessee tract and on the west by the eastern ROW of 5th Avenue North. Tract being described as follows:

POINT OF BEGINNING being at the northeastern intersection of ROW of Jackson Street and 4th Avenue North; thence along the western ROW of 4th Avenue North South 27°21'12" East 664.49 feet to a point; thence leaving said ROW with a new line South 62°38'48" West 16.01 feet to a point; thence with a curve to the left having a central angle of an angle of 30°10'54", a radius of 262.59 feet, a length of 138.33 feet, a tangent of 70.81 feet, and having a chord bearing and distance of South 48°23'27" West 136.73 feet to a point; thence South 29°43'56" West 107.29 feet to a set point; thence on a curve to the right having a central angle of an angle of 42°47'07", a radius of 171.43 feet, a length of 128.01 feet, a tangent of 67.16 feet, and having a chord bearing and distance of South 52°45'01" West 125.06 feet to a point on the eastern ROW of 5th Avenue North; thence along the eastern ROW of 4th Avenue North North 27°21'15" West 778.05 feet to a point on the southern ROW of Jackson Street; thence along the southern ROW of Jackson Street North 62°39'41" East 361.81 feet to the point of beginning.

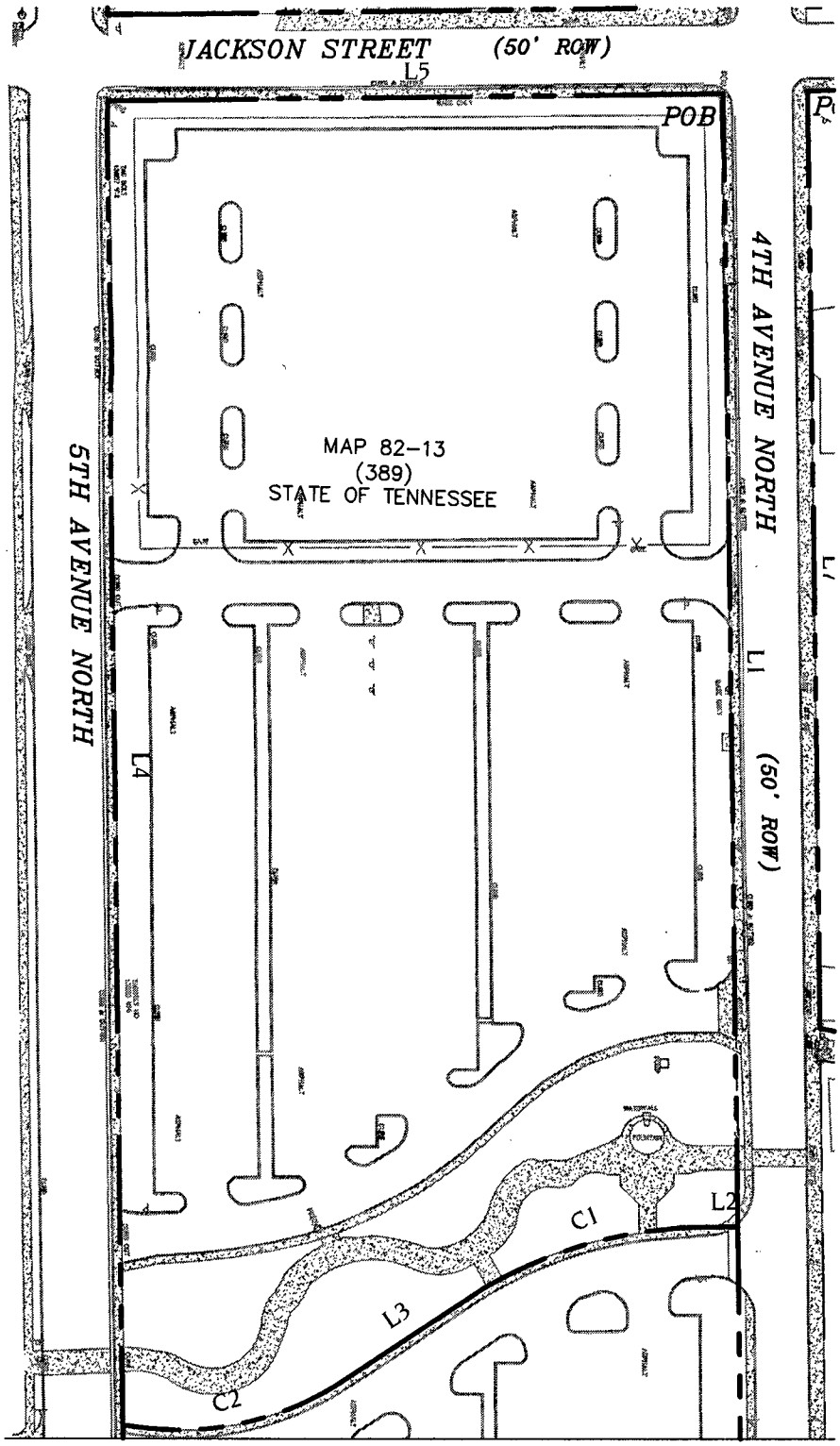
Tract contains 261,142 square feet or 5.99 acres.

Being a portion of the same property conveyed to Grantor by deeds recorded in Book 7519, page 215, Book 8037, page 412 and Book 7309, page 548, Register's Office for Davidson County, Tennessee.

Bearings based on Tennessee State Plane Coordinate System. Descriptions based on a survey known as Project 20130943 dated November 1, 2013 prepared by Littlejohn Engineering Associates, 1935 21st Avenue South, Nashville, Tennessee 37212.

Exhibit B
**Survey**

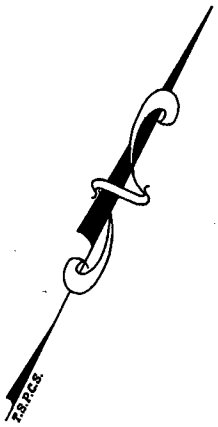
*See attached*




## NOTES

1. THIS IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.

2. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 664.49' | S27°21'12"E |
| L2 | 16.01' | S62°38'48"W |
| L3 | 107.29' | S29°43'56"W |
| L4 | 778.05' | N27°21'15"W |
| L5 | 361.81' | N62°39'41"E |

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD | CHD BEARING |
| C1 | 138.33' | 262.59' | 30°10'54" | 70.81' | 136.73' | S48°23'27"W |
| C2 | 128.01' | 171.43' | 42°47'07" | 67.16' | 125.06' | S52°45'01"W |

LITTLEJOHN ENGINEERING ASSOCIATES
1935 21st Avenue South, NASHVILLE, TENNESSEE 37212
T 615.385.4144 F 615.385.4020 www.leainc.com
Nashville | Chattanooga | Decatur | Huntsville | Knoxville | Orlando | Phoenix | Tri-Cities

Project:
# SULPHUR DELL
## BALL PARK PARCEL

Title:
**PROPERTY EXHIBIT**
SCALE: 1"=100'

Proj. # 20130943

Date: 11/1/13

Exhibit C
**Real Estate Agreement**

*See attached*

BL2013-594

# REAL ESTATE AGREEMENT

This Real Estate Agreement (the "Agreement") is made and entered into this ____ day of _____, 2013 between the Metropolitan Government of Nashville and Davidson County ("Metro") and the State of Tennessee (the "State"). Metro and the State are hereinafter collectively referred to as the "Parties".

## Background

The City of Nashville is currently the home of a Triple-A minor league baseball team affiliated with the Milwaukee Brewers commonly known as the Nashville Sounds (the "Sounds"). The ballpark in which the Sounds play was opened in 1978 and has fallen below standards set for Triple-A stadiums by professional baseball. The Sounds and Metro have been discussing possible sites in the City of Nashville on which a new ballpark could be constructed for several years. Metro and the Sounds have identified a site located in the Sulphur Dell area of the City of Nashville adjacent to the Bicentennial Mall as the most attractive of the sites that have been considered and desire to pursue the construction of a new ballpark on this site (the "New Ballpark Site").

A portion of the land under the New Ballpark Site is owned by the State and currently used for parking for State employees. The State intends to construct a new Tennessee State Library and Archives and a new Tennessee State Museum (collectively, the "New State Projects") on lands across 5th Avenue from the New Ballpark Site. The State had intended that parking for the New State Projects would be on existing State owned parking lots. The construction of a new ballpark on the New Ballpark Site would require that the State find alternative parking spaces to meet needs for parking in connection with State office locations in

the downtown Nashville area and the New State Projects. A site map of the proposed developments in the area is attached hereto as Schedule 1.

The State is willing to convey the Ballpark Parcel (as hereinafter defined) and other lands to Metro to allow the construction of a new ballpark on the New Ballpark Site and meet other needs of Metro related to the Metro public school known as the Nashville School of the Arts so long as Metro (i) replaces the parking spaces that will be lost as a result of the conveyance; (ii) provides compensation to the State to offset additional costs that will be incurred by the State as a result of the proposed transaction; and (iii) provides other assurances to the State that the State's investment in the Bicentennial Mall and the New State Projects will be protected.

**Recitals**

Whereas, the State owns a parcel of property (the "Development Parcel") bounded by Jefferson Street, Jackson Street, 5th Avenue North and 4th Avenue North and shown on the drawing attached and incorporated into this Agreement as Exhibit A; and

Whereas, the State owns a parcel of property (the "Ballpark Parcel") bounded by Jackson Street, an existing greenway ("Greenway"), 5th Avenue North and 4th Avenue North and shown on the drawing attached and incorporated into this Agreement as Exhibit B; and

Whereas, the State owns a parcel of property (the "Parking Parcel") bounded by the Greenway, Harrison Street, 5th Avenue North and 4th Avenue North and shown on the drawing attached and incorporated into this Agreement as Exhibit C; and

Whereas, on a portion of the Ballpark Parcel and other adjacent properties Metro proposes to construct, own and operate, or provide through the Sports Authority of the Metropolitan Government of Nashville and Davidson County ("Sports Authority") for

construction, ownership and operation of, a facility (the "Ballpark") to be leased under a Team Lease (as hereinafter defined) to a Team (as hereinafter defined); and

Whereas, Metro proposes to option the Development Parcel to a developer in exchange for the conveyance of a parcel depicted on Exhibit D needed for construction of the Ballpark; and

Whereas, pursuant to the terms of this Agreement, Metro shall provide to the State funds to be used for the construction of a parking garage ("Parking Garage") on a portion of the Parking Parcel to be owned and operated by the State but made available under a lease to the Sports Authority for use by members of the public attending baseball games and other events held at or near the Ballpark pursuant to the terms of the Parking Lease; and

Whereas, the State owns a parcel of property known as the Tennessee Preparatory School campus comprising approximately 213 acres located at 1212 Foster Avenue in Nashville, Tennessee, from which an approximately 28 acre portion together with the buildings and other improvements located thereon are designated as the "TPS Property," generally shown on the drawing attached and incorporated into this Agreement as Exhibit E-1 and Exhibit E-2;

Whereas, the State administers and manages certain State owned, non-higher education properties and facilities through the Department of General Services ("DGS");

Whereas, transactional real estate contracts, leasing contracts and construction related contracts entered into by the State are required by statute to be approved by the State Building Commission (the "SBC"), so that all usages of the term "State" herein relating to approvals or acceptances shall be deemed to be references to the SBC; and

Whereas, pursuant to the terms of this Agreement, the State proposes to convey to Metro the Development Parcel, the Ballpark Parcel, including the portion upon which the Greenway is

located, and the TPS Property (collectively, the "Conveyed Property") and provide to Metro the necessary rights to use the Parking Garage.

Now, therefore, the Parties agree as follows:

1. Definitions. The capitalized terms used but not previously defined herein shall have the meanings ascribed below:

    a. "Ballpark Conceptual Plans and Specs" means the conceptual design plans and specifications that will be used to develop the Ballpark Final Plans and Specs.

    b. "Ballpark Final Plans and Specs" means the design plans and specifications for the construction of the Ballpark

    c. "Ballpark Use Period" means includes all periods during which Metro has the right to utilize the Parking Garage under the Parking Lease.

    d. "Closing" means the closing of the transactions contemplated by Section 3 hereof.

    e. "Closing Conditions" means those conditions set forth in Section 17 of this Agreement which must be satisfied by Metro or waived by the State prior to Closing.

    f. "Construction Documents" means the complete detailed plans and specifications for construction of the Parking Garage.

    g. "Design Documents" means the schematic design documents and design development documents for the Parking Garage.

    h. "Development Design" means the plans and specifications for the multi-family development proposed for the Development Parcel.

i. "Development Sale Agreement" means the agreement between Metro and Embrey pursuant to which Metro has agreed to sell the Development Parcel to Embrey and Embrey has agreed to purchase the Development Parcel from Metro.

j. "Effective Date" means the date that this Agreement has been (i) approved by the SBC and the Metropolitan Council, and (ii) executed and filed with the Metropolitan Clerk.

k. "Embrey" means Embrey Partners, Ltd. or an affiliate thereof.

l. "EV Relocation Contribution" means the sum of up to $100,000 by Metro to the State to reimburse the State for the costs of relocating the electric vehicle charging station located on the Parking Parcel to a new location acceptable to the State.

m. "Field Portion" means the portion of the Ballpark Parcel lying directly under the Ballpark, including the field and seating areas.

n. "L&A Contribution" means the sum of $5,000,000 contributed by Metro to the State for the express purpose of construction of a separate parking garage for the proposed Tennessee State Library and Archives facility.

o. "Maintenance Contribution" means the annual cash contribution from Metro to the State described in the Parking Lease.

p. "OSA" means the Office of the State Architect.

q. "Parking Lease" means the lease agreement (i) between the State, as lessor, and the Sports Authority, as lessee, setting forth the terms and conditions pursuant to which the Sports Authority may utilize the Parking Garage, including the obligation of Metro to pay the Maintenance Contribution to the State, and (ii)

having a term of 30 years with the right to extend the term upon terms and conditions mutually acceptable to the Parties, which terms and conditions shall be negotiated in good faith.

r. "Repossession Right" means the right of the State to enter and retake possession of the Repossession Right Property under the terms of this Agreement.

s. "Repossession Right Event" means the occurrence of one of the following (i) no Team Lease being in effect, (ii) a default under the Team Lease that has not been cured after expiration of the applicable cure period, or (iii) the Ballpark not being used primarily as a professional minor league baseball venue by a Team under terms acceptable to the State.

t. "Repossession Right Property" means the Field Portion and all land between the Parking Parcel and the Field Portion.

u. "Repurchase Right" means the right of the State to repurchase for $630,000.00 the Western Portion to be used for State purposes in connection with the New State Projects or some other State use.

v. "Specific Approval Committee" means the design approval committee composed of 7 members that Metro shall cause to be formed that will be charged with enacting and enforcing design and use guidelines and requirements for improvements to be located on the Specific Approval Property.

w. "Specific Approval Property" means the Development Parcel, the Ballpark Parcel, and the Team Property.

x. "Start Date" means the date on which construction of the Parking Garage commences.

y. "Team" means a professional minor league baseball team designated as Double-A or Triple-A affiliated with a major league team that is a party to the Team Lease.

z. "Team Lease" means the lease agreement, a copy of which has been or will have been provided to the State prior to Closing, for the use of the Ballpark for the primary purpose of hosting Team games between (i) Metro or the Sports Authority on the one hand, and (ii) the Sounds or another Team on the other hand, and that contains the terms and provisions in Section 18 of this Agreement that Metro has covenanted will be contained therein.

aa. "Team Property" means all other property subject to the Team Lease or which is intended by Metro to be conveyed or leased to the Team in connection with the Team Lease or the development of property adjacent to the Ballpark by the Team or one of its affiliates.

bb. "Western Portion" means that portion of the Ballpark Parcel fronting 5th Avenue North to a depth of approximately 80 feet as shown on Exhibit B.

cc. "Western Sale Notice" means the written notice provided by Metro to the State setting forth the intent of Metro to sell the Western Portion to the party identified therein on the terms and conditions specified in the written notice.

2. Effective Date. This Agreement shall not be binding upon either party until the Effective Date.

3. Property Conveyance. The Parties shall arrange a convenient time and place for the Closing prior to December 31, 2013 or such later time on which they may agree. Prior to the Closing, Metro shall provide the SBC with such information as the SBC may reasonably request to confirm that Metro has sufficient funds to consummate the

transactions contemplated by this Agreement and satisfy all of the Closing Conditions. At the Closing:

a. The State shall convey to Metro via quitclaim deed all the right, title and interest the State possesses in the Development Parcel.

b. The State shall convey to Metro via quitclaim deed all the right, title and interest the State possesses in the Ballpark Parcel, which shall include the Greenway. The deed to the Ballpark Parcel shall afford the State the Repossession Right to enter and retake possession of the Repossession Right Property, in the event that for a period of 30 consecutive months one or more Repossession Right Events exists; provided, however, that Metro shall actively pursue a cure of such Repossession Right Event and shall provide quarterly updates to the SBC after the first consecutive 12 month period that a Repossession Right Event remains uncured. Such Repossession Right may be exercised only after delivery of written notice to Metro at least 90 days before the notice is to become effective. In the event the Repossession Right is exercised, the Parties shall provide such written acknowledgment as may be reasonably requested for filing in the Davidson County real estate records.

c. The State shall provide to the Sports Authority the Parking Lease.

d. The State shall convey to Metro via quitclaim deed all the right, title and interest the State possesses in the TPS Property. The conveyance of the TPS Property to Metro shall include such easements across adjacent property owned by the State, and the State shall retain such easements on the TPS Property, as may be reasonably necessary to maintain, repair and replace existing utility lines and

equipment serving the TPS Property and adjacent State property, respectively. Each party shall memorialize such easements with recordable instruments upon request by the other party. All leases between Metro and the State with respect to the TPS Property shall terminate upon conveyance of the TPS Property to Metro.

e. Metro shall pay the State the following separate sums: (i) the "L&A Contribution; (ii) $18,000,000 for the construction of the Parking Garage; and (iii) the EV Relocation Contribution, if the relocated electric vehicle charging station cannot be incorporated into the design of the Parking Garage in the sole discretion of DGS.

The Parties shall bear their own attorney fees and share equally all other costs of Closing. The Parties also shall share equally the reasonable costs associated with surveying the TPS property. Metro shall pay the costs associated with surveys relating to the other properties contemplated in this Agreement.

4. Parking Garage Construction. The Parties acknowledge that Metro has engaged a design firm acceptable to the SBC to develop the Design Documents and to oversee the construction of a four-level Parking Garage with at least 1,000 parking spaces. The Design Documents shall, at a minimum, reflect the following: (i) cast-in-place construction; (ii) no more than 10% of the spaces having dimensions of 16' x 8.5'; (iii) no less than 90% of the spaces having dimensions of 20' x 9'; (iv) none of the spaces meeting the requirements of section (iii) shall have protrusions limiting the ability of vehicles with heights of 77 inches or less from parking in such spaces; (v) a commercially reasonable security system; (vi) lighting that is adequate and safe; (vii) no

portion of the Parking Garage, except the foundation, being below the present grade; and (viii) controlled access entry with server room on site.

Copies of the Design Documents shall be provided to the SBC once they have been approved by Metro. The State shall then cause the Parking Garage to be constructed within a reasonable amount of time after delivery of the Design Documents to the SBC, recognizing that the State will have to engage a designer or design builder to prepare the Construction Documents and engage a general contractor, design builder, or construction manager/general contractor to construct the Parking Garage in accordance with the Construction Documents. DGS shall provide a copy of the Construction Documents to Metro for their review.

5. State Employee Parking Before and During Parking Garage Construction. The State shall notify Metro at least 30 days prior to the Start Date. Commencing on the Start Date and for a period 18 months thereafter while the Parking Garage is being constructed, Metro shall provide parking for State employees, which parking shall be sufficient to meet the demand of State employees displaced by the parking lot closures, at LP Field and either: (1) reimburse the State for the actual costs incurred in providing shuttle service on a schedule and route approved by DGS for such employees under an existing State contract; or (2) provide and pay for such shuttle service on a schedule and route and other terms and conditions approved by DGS under separate contract. After the earlier to occur of (i) completion of the Parking Garage and (ii) 18 months after the Start Date, State employees shall no longer be entitled to park at LP Field, and Metro shall have no further responsibility for shuttle service costs.

6. Ballpark Construction Standards. The Ballpark and associated structures shall be constructed in accordance with all applicable building and development codes and redevelopment plan guidelines. After completion of construction of the Ballpark, no temporary structures shall be maintained for more than 72 hours on the Ballpark Parcel without prior written consent of DGS. Upon completion of the Ballpark Conceptual Plans and Specs, Metro shall coordinate with the OSA to arrange a presentation of the Ballpark Conceptual Plans and Specs to the SBC for its approval. The Ballpark Final Plans and Specs shall conform in all material respects with the Ballpark Conceptual Plans and Specs and a presentation of the same shall be made to the SBC promptly upon completion. Representatives of DGS shall have unrestricted access to the Ballpark site during construction but shall not interfere with the project contractors or Metro's representatives in the performance of their duties. The SBC shall have the right to review and approve all field orders, change orders or amendments to the contract with the design-build contractor that may affect the cost by more than 15% cumulatively or materially affect the design concept presented in the Ballpark Conceptual Plans and Specs. Upon written notification from DGS delivered within seven days after discovery, if not latent, and in any event prior to substantial completion, if not latent, Metro shall cause the correction of any material deviation from the Ballpark Final Plans and Specs occurring during construction that would negatively impact the cost (construction, operation, or maintenance), aesthetic, or functionality of the Ballpark.

7. Parking Garage Use. The Parking Lease shall contain the following terms: (i) Metro or its designee may use and control access into the Parking Garage during Ballpark Use Periods and shall be entitled to all parking revenues generated during Ballpark Use

Periods; (ii) DGS shall take reasonable measures to assure that substantially all State employees have vacated the Parking Garage prior to the beginning of any Ballpark Use Period; (iii) DGS shall keep the Parking Garage clean and in reasonable repair at all times and shall bear all costs of operating, maintaining and providing necessary utilities to the Parking Garage, subject to payment of the Maintenance Contribution and Metro's obligation to have the Parking Garage cleaned following all Ballpark Use Periods; (iv) Metro shall permit 100 visitors to the New State Projects to park in a convenient location in the Parking Garage for free during any Ballpark Use Period; (v) Metro shall reimburse the State for the cost of any repairs to the Parking Garage caused by damage resulting from the Ballpark Use Periods; (vi) Metro shall have no right to tow or have towed any vehicles from the Parking Garage without prior DGS approval; and (vii) DGS shall inspect the Parking Garage before and after each Ballpark Use Period and promptly report any damage or failures to comply with the terms of the Parking Lease to Metro, not including reasonable wear and tear.

8. Repossession. In the event the State exercises its Repossession Right:

   a. Metro shall within a reasonable time remove the improvements located within the Field Portion and execute such documents as may be necessary to reconvey the Repossession Right Property to the State;

   b. The State shall grant to Metro a conservation easement over the Greenway in form and substance mutually acceptable to the Parties.

   c. Metro shall within a reasonable time put all of the land which does not form part of the Repossession Right Property but upon which the Ballpark was located in a clean, neat, safe and attractive condition, but shall not be required to demolish

adjacent structures owned by third parties that are in a clean, neat, safe and attractive condition; and

d. The Parking Lease shall terminate.

9. Environmental Conditions. Metro acknowledges that there are known environmental conditions on the Conveyed Property and the Parking Parcel that will require remediation and that other environmental conditions may exist with respect to the Conveyed Property and the Parking Parcel. Metro enters into this Agreement with full knowledge of these environmental issues and acknowledges that it shall be solely responsible for any costs whatsoever relating to any current or future environmental condition on the Conveyed Property upon the transfer of the Conveyed Property to Metro. The State's conveyance to Metro of the Conveyed Property shall be AS-IS, WHERE-IS, WITH ALL FAULTS, and the State shall have no liability to Metro or to any person claiming by or through Metro relating in any way to current or future environmental conditions on the Conveyed Property. Metro shall not cause any new environmental condition on the Parking Parcel.

10. Ballpark Parcel – Undeveloped Portion. The Parties anticipate that the Western Portion initially will be planted with grasses, trees and other landscaping features and will be accessible to the public. At any point prior to consummation of the sale of the Western Portion by Metro to a third party, not including the State, the State shall have the exclusive right and option to exercise its Repurchase Right by delivering written notice of its election to do so to Metro. In the event that Metro receives an offer to purchase the Western Portion that Metro intends to accept, Metro shall provide the Western Sale Notice to the State.

The SBC shall have the right to approve the design, use and purpose of any proposed improvement or development of the Western Portion, such approval to be in the SBC's sole discretion, at all times that the Western Portion is not owned by the State. Such approval shall be in addition to the SBC's rights to participate in approvals over development of the Western Portion pursuant to Section 13 hereof. Additionally, the SBC shall have the right to approve any development or improvement of the Western Portion by Metro, all such approvals to be in the SBC's sole discretion.

11. TPS Utilities. All utility accounts for the TPS Property and any adjacent State lands served under such utility accounts shall be transferred to Metro. For so long as Metro is the account holder for utility services provided to State lands adjacent to the TPS Property, the State shall reimburse Metro for the actual cost of such services provided to the State. Utility service costs shall be allocated between commonly-served State property and the TPS Property based on submetering or other method agreed upon by the Parties. Either party may arrange and pay for the separation of utility lines serving its property.

12. Assignment. Metro may by contract assign or delegate any of its rights and responsibilities under this Agreement to the Sports Authority. Metro and the Sports Authority may contract with one or more other entities with respect to construction of the Ballpark. Further, the Sports Authority will enter into a Team Lease with a Team, which may under such Team Lease be responsible for operating and cleaning the Parking Garage during Ballpark Use Periods. The State may assign its obligations with respect to the upkeep and maintenance of the Parking Garage to a third party. Neither party may

assign any other rights or responsibilities under this Agreement without the written consent of the other party.

13. Ballpark Vicinity Redevelopment. The Parties acknowledge that the Development Parcel, the Ballpark Parcel, the Team Property and other adjacent properties in this area are or shall become part of a redevelopment plan as provided under Tenn. Code Ann. § 13-20-201 *et seq*. Metro shall cause the Specific Approval Committee to be established and empowered prior to the commencement of construction of any improvements on any portions of the Specific Approval Property. For so long as the State has not exercised its Repossession Right under this Agreement, (i) the SBC shall have the right to designate 3 representatives to serve on the Specific Approval Committee, (ii) Metro shall have the right to designate 3 representatives on the Specific Approval Committee, and (iii) the 6 representatives designated by the State and Metro on the Specific Approval Committee shall select the 7th representative of the Specific Approval Committee. All decisions of the Specific Approval Committee shall be made by majority rule. Metro further covenants with the SBC to work together with the State to establish a design overlay that would provide construction and design standards for construction on the Specific Approval Property prior to expiration of the redevelopment plan that currently covers the Specific Approval Property.

14. Modifications. All of the terms of agreement and understandings of the Parties are set forth in this document. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

15. Notices. Notices required under this Agreement shall be delivered by certified mail, return receipt requested or nationally recognized overnight delivery service, as follows. Notice shall be deemed given upon receipt. If to

Metro:

Director, Metropolitan Department of Finance
Metropolitan Government of Nashville and Davidson County
1 Public Square, Suite 106
Nashville, Tennessee 37201

With a copy to:

Director of Law
Metropolitan Government of Nashville and Davidson County
1 Public Square, Suite 108
Nashville, Tennessee 37201

If to DGS or the State:

Department of General Services
312 Rosa L. Parks Blvd., 22nd Floor
Nashville, Tennessee 37243
Attention: Commissioner of the Department of General Services

With a copy to:

Office of the Attorney General & Reporter
P.O. Box 20207
Nashville, Tennessee 37202
Attention: Attorney General

If to the SBC or the State:

Office of the State Architect
312 Rosa L. Parks Blvd., 18th Floor
Nashville, Tennessee 37243

With a copy to:

Office of the Attorney General & Reporter
P.O. Box 20207
Nashville, Tennessee 37202
Attention: Attorney General

16. Governing Law and Forum Selection. This Agreement shall be governed by the laws of the state of Tennessee, and any action relating to this Agreement shall be brought only in a court of competent jurisdiction in Davidson County, Tennessee.

17. Closing Conditions. The State's obligation to convey the Conveyed Property is contingent upon all of the following conditions being satisfied as of the Closing:

    a. The SBC having been provided a copy of the fully executed Team Lease satisfying the requirements of Section 18 of this Agreement;

    b. Metro having successfully issued the bonds required to fund its obligations with respect to construction of the Ballpark and demonstrating to the State that Metro has sufficient funds to comply with its obligations under this Agreement, the Parking Lease, and the Team Lease;

    c. The SBC having approved the Ballpark Conceptual Plans and Specs; and

    d. SBC approval of the Development Design together with the written commitment of the owner of the Development Parcel at such time and the party for whom the Development Design was prepared that any improvements to the Development Parcel shall be in compliance with the Development Design approved by the SBC and that such party shall ensure that any other party (except the State) obtaining an interest in the Development Parcel until a multi-family development has been constructed thereon shall ensure that the improvements constructed on the Development Parcel shall be in compliance with the Development Design approved by the State or such other design approved by the SBC; and

    e. The SBC having approved the Parking Lease.

18. Team Lease. Metro covenants to the State as a material consideration to induce the State to enter into this Agreement that the Team Lease shall contain the following terms and conditions: (i) the obligation of the Team to maintain the Ballpark in a clean, safe, and attractive condition consistent with standards of similarly designed and situated Triple-A baseball stadiums and the standards set for Triple-A stadiums by professional baseball; (ii) commercially reasonable default and cure provisions requiring, at a minimum, the cure of non-monetary defaults within 60 days after receipt of notice, or, if it is not possible to complete the cure by such time (so long as commencement of the cure has begun) a reasonable period of time thereafter; (iii) requires the Team to play a full schedule of home games, as determined by professional baseball. No amendments to the Team Lease shall be made effective that in any way limit the above requirements. Additionally, Metro shall provide prompt written notice to the State of any default under the Team Lease, including a specific listing of each default that has occurred together with such other information related to such default as the State may need to fully understand the default, the cure options and intended course of action Metro and the Team are pursuing with respect to such default.

19. L&A Contribution. If any portion of the L&A Contribution is not used by the State to fund the construction of the separate parking garage for the proposed Tennessee State Library and Archives facility, such portion shall be promptly refunded to Metro. Upon completion of construction of the separate parking garage for the proposed Tennessee State Library and Archives facility, the State shall provide written documentation to Metro evidencing what portion, if any, of the L&A Contribution did not go to fund construction of said garage.

20. Miscellaneous. The Parties acknowledge and agree that the Conveyed Property, the Team Property, and the Parking Parcel shall be used and maintained in a good, clean, safe, and attractive condition and in compliance with all applicable laws. Furthermore, the Parties acknowledge and agree that Metro intends to convey the Development Parcel to Embrey pursuant to the Development Sale Agreement. In the event of the termination of the Development Sale Agreement according to its terms, the State shall have the right to repurchase the Development Parcel for $5,401,000.00. Such right may be exercised by delivery of written notice to Metro within five years after the termination of the Development Sale Agreement. All of the terms of this Agreement shall survive Closing and shall not merge into any deed. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns. This Agreement (i) constitutes the entire agreement and understanding of Metro and the State with respect to the subject matter hereof, and (ii) may be amended only by a written instrument executed by Metro and the State, which amendment has been executed after obtaining all appropriate approvals, such as the approval of the Metropolitan Council and the State Building Commission. No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any remedy accruing upon the breach of this Agreement shall impair such remedy or be construed as a waiver of such breach. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day. The submission of this Agreement does not constitute an offer,

and this document shall binding only upon the execution and delivery hereof by both Seller and Buyer. The captions and headings of the sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. State and Metro have agreed to the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman.

*Signature Page Follows*

IN WITNESS WHEREOF, Metro and the State have executed this Agreement as of the day and year shown above:

METRO:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director of Public Property

Director of Finance

Approved as to Form and Legality:

Metropolitan Attorney

STATE:

DEPARTMENT OF GENERAL SERVICES:

Robert E. Oglesby, Commissioner

**APPROVED BY:**

OFFICE OF THE STATE ARCHITECT:

N/A

Alan Robertson, Interim State Architect

DATE:_____

DEPARTMENT OF FINANCE AND ADMINISTRATION:

N/A _____ DATE: _____
Larry Martin, Commissioner

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

N/A _____ DATE: _____
Justin P. Wilson, Comptroller of the Treasury

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

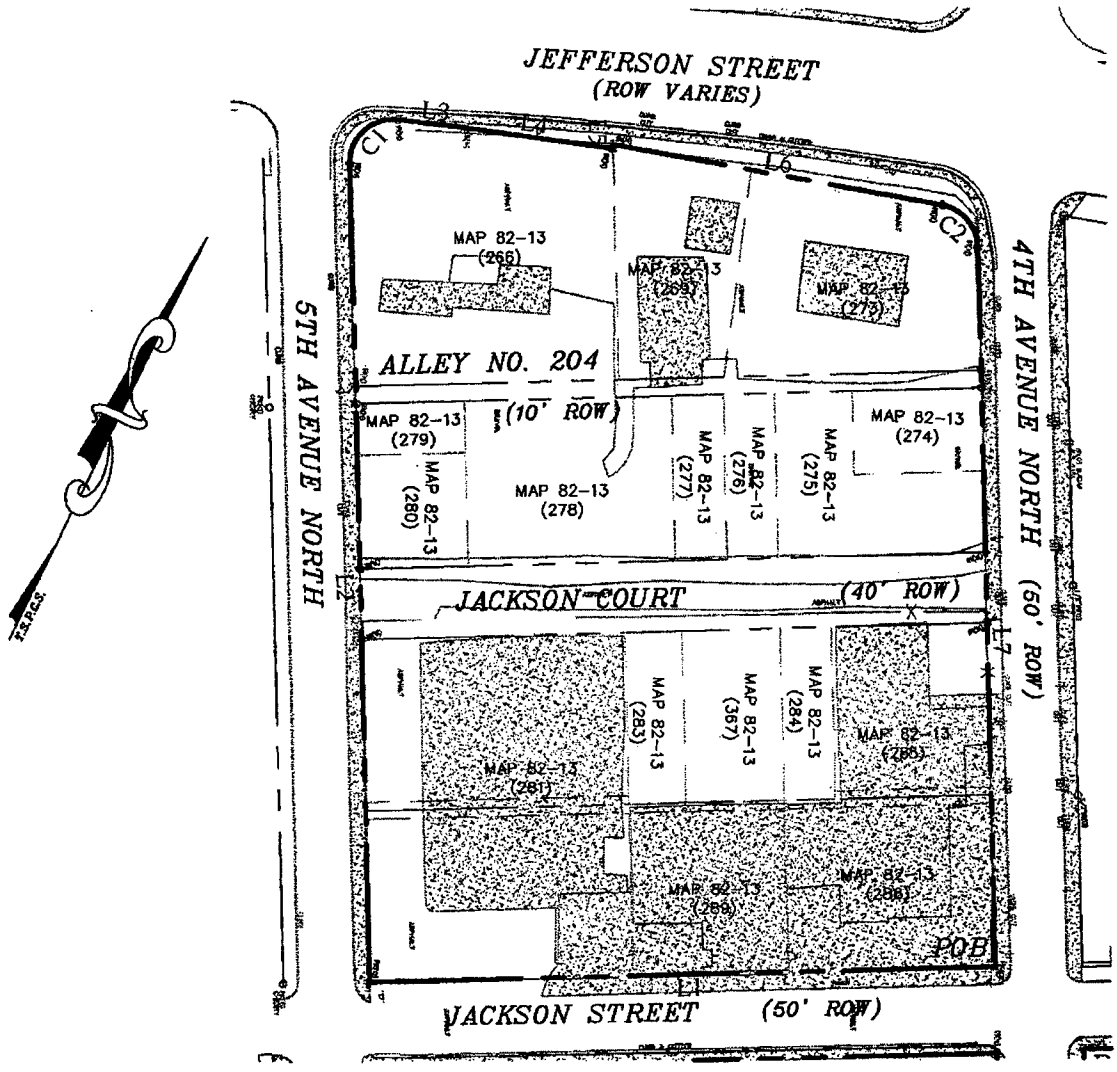
N/A _____ DATE: _____
Robert E. Cooper, Jr.
Attorney General and Reporter

EXHIBIT

A

## NOTES

1. THIS IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.
2. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.




LITTLEJOHN ENGINEERING ASSOCIATES

1935 21st Avenue South, NASHVILLE, TENNESSEE 37212
T 615.385.4144 F 615.385.4020 www.lealnc.com
Nashville | Chattanooga | Decatur | Huntsville | Knoxville | Orlando | Phoenix | Tri-Cities

Project:
SULPHUR DELL
DEVELOPMENT PARCEL

SHEET 1 OF 2

Title:
PROPERTY EXHIBIT
SCALE: 1"=100'

Proj. # 20130943

Date: 11/1/13

L:\Projects\2013\20130943\Exhibits\dwg\Exhibits.dwg--DEVELOPEMENT PAR Nov 01, 2013 - 8:18am jethvers

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 362.05' | S62°39'41"W |
| L2 | 472.30' | N27°22'01"W |
| L3 | 39.66' | N71°04'26"E |
| L4 | 85.27' | N72°07'43"E |
| L5 | 2.32' | N27°22'01"W |
| L6 | 194.68' | N74°24'46"E |
| L7 | 415.40' | S27°18'27"E |

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD | CHD BEARING |
| C1 | 42.95' | 25.00' | 98°26'27" | 28.98' | 37.86' | N21°51'13"E |
| C2 | 34.16' | 25.00' | 78°16'46" | 20.35' | 31.56' | S66°26'50"E |

| MAP | PARCEL | OWNER | BOOK/PAGE-I.N. | PLAT BOOK | LOT NO. |
|---|---|---|---|---|---|
| 82-13 | 266 | STATE OF TENNESSEE | I.N. 200912230116898 | PBK. 17, PG. 628 | 2-6 |
| 82-13 | 269 | STATE OF TENNESSEE | I.N. 200707200086379 | PBK 17, PG. 628 | 1 & P/O 49 |
| 82-13 | 273 | STATE OF TENNNESEE | I.N. 200702020014002 | MB. D, PG. 734 | P/O 49 |
| 82-13 | 274 | STATE OF TENNNESEE | I.N. 200707200086379 | PBK. 17, PG. 628 | P/O 16-18 |
| 82-13 | 275 | STATE OF TENNNESEE | I.N. 200707200086379 | PBK. 17, PG. 628 | P/O 15-18 |
| 82-13 | 276 | STATE OF TENNNESEE | I.N. 200707200086379 | PBK. 17, PG. 628 | 14 |
| 82-13 | 277 | STATE OF TENNNESEE | I.N. 200707200086379 | PBK. 17, PG. 628 | 13 |
| 82-13 | 278 | STATE OF TENNNESEE | I.N. 200707200086379 | PBK. 17, PG. 628 | 9-12 |
| 82-13 | 279 | STATE OF TENNNESEE | I.N. 200707200086379 | PBK. 17, PG. 628 | P/O 7 & 8 |
| 82-13 | 280 | STATE OF TENNNESEE | I.N. 200707200086379 | PBK. 17, PG. 628 | P/O 7 & 8 |
| 82-13 | 281 | STATE OF TENNNESEE | I.N. 200707200086379 | PBK. 17, PG. 628 | 26-35 |
| 82-13 | 283 | STATE OF TENNNESEE | I.N. 200906190057456 | PBK. 17, PG. 628 | P/O 24 & 25 |
| 82-13 | 284 | STATE OF TENNNESEE | I.N. 200906190057456 | PBK. 17, PG. 628 | 22 |
| 82-13 | 285 | STATE OF TENNNESEE | I.N. 200707200086379 | PBK. 17, PG. 628 | 19-21 |
| 82-13 | 288 | STATE OF TENNNESEE | I.N. 200707200086379 | PBK. 17, PG. 628 | 39-42 |
| 82-13 | 289 | STATE OF TENNNESEE | I.N. 200707200086379 | PBK. 17, PG. 628 | 36-38 |
| 82-13 | 367 | STATE OF TENNNESEE | I.N. 200906190057456 | PBK. 17, PG. 628 | 23 P/O 24 |

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Project:
# SULPHUR DELL DEVELOPMENT PARCEL

SHEET 2 OF 2

Title:
PROPERTY EXHIBIT
SCALE: 1"=100'

Proj. # 20130943

Date: 11/1/13

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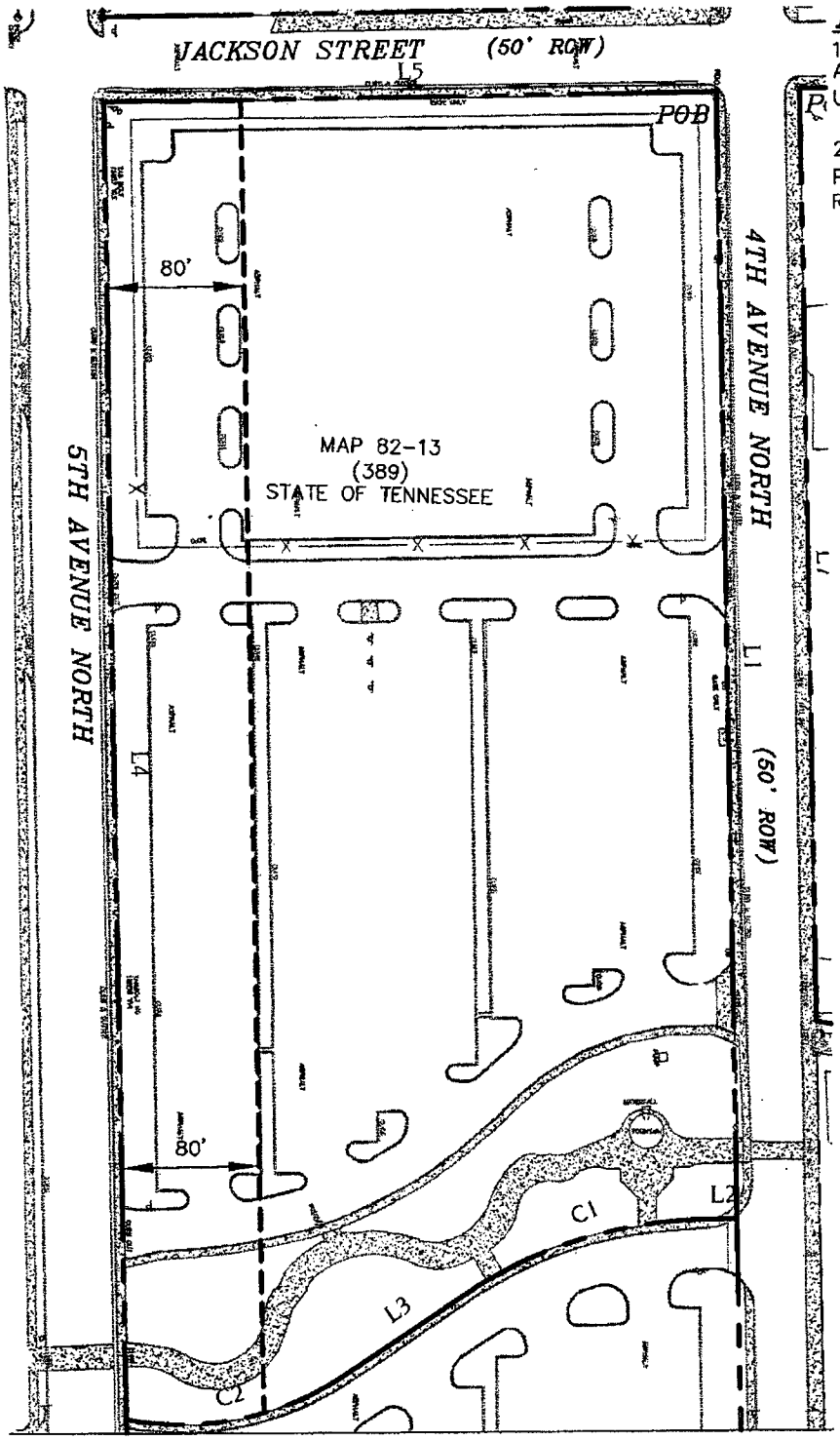
Development Parcel Property Description

A tract of land in the 19th District, Davidson County, Tennessee. Tract being Lots 1 through 42 of the Plan of C. F. Hausers Plan as recorded in Plat Book 628, Page 628, Registers Office Davidson County Tennessee, part of Lot 47, Belch and Whiteside's Addition Book 57, Page 7, RODC, Alley Number 204 and Jackson Court. Tract being bounded on the north by the southern Right of Way (ROW) of Jefferson Street, on the East by the western ROW of 4th Avenue North, on the south by the northern ROW of Jackson Street and on the west by the eastern ROW of 5th Avenue North. Tract being described as follows:

POINT OF BEGINNING being a point at the northwestern intersection of ROW of said 4th Avenue North and Jackson Street; thence along the northern ROW of said Jackson Street South 62°39'41" West 362.05 feet to a point on the eastern ROW of said 5th Avenue North; thence along said eastern ROW North 27°22'01" West 472.30 feet to a point; thence on a curve to the right having a central angle of an angle of 98°26'27", a radius of 25.00 feet, a length of 42.95 feet, a tangent of 28.98 feet, and having a chord bearing and distance of North 21°51'13" East 37.86 feet to a point on the southern ROW of said Jefferson Street; thence along said southern ROW North 71°04'26" East 39.66 feet to a point; thence North 72°07'43" East 85.27 feet to a point; thence North 27°22'01" West 2.32 feet to a point; thence North 74°24'46" East 194.68 feet to a point; thence on a curve to the right having a central angle of an angle of 78°16'46", a radius of 25.00 feet, a length of 34.16 feet, a tangent of 20.35 feet, and having a chord bearing and distance of South 66°26'50" East 31.56 feet to a point on the western ROW of said 4th Avenue North; thence along said western ROW South 27°18'27" East 415.40 feet to the point of beginning.

Tract contains 170,386 square feet or 3.91 acres.

Bearings based on Tennessee State Plane Coordinate System.




## NOTES

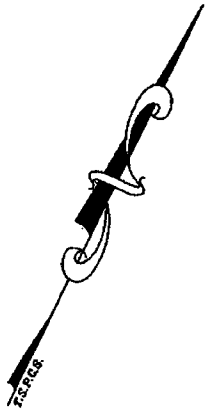
1. THIS IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.

2. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

**EXHIBIT**

tabbies

B




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 664.49' | S27°21'12"E |
| L2 | 16.01' | S62°38'48"W |
| L3 | 107.29' | S29°43'56"W |
| L4 | 778.05' | N27°21'15"W |
| L5 | 361.81' | N62°39'41"E |

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD | CHD BEARING |
| C1 | 138.33' | 262.59' | 30°10'54" | 70.81' | 136.73' | S48°23'27"W |
| C2 | 128.01' | 171.43' | 42°47'07" | 67.16' | 125.06' | S52°45'01"W |

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Project:
# SULPHUR DELL
## BALL PARK PARCEL

Title:
**PROPERTY EXHIBIT**
SCALE: 1"=100'

Proj. # 20130943

Date: 11/1/13

Ball Park Parcel Property Description

A tract of land in the 19th District, Davidson County, Tennessee. Tract being all of Lot 1 Sulphur Dell Recorded in Plat Book 4660, Page 3, Register's Office Davidson County, Tennessee, (RODC) and being portions of Lots 44 and 45 Balch and Whiteside's Additions to Nashville as recorded in Minute Book D Page 734 in Circuit Court of Davidson County, Tennessee. Being bounded on the north by the southern Right of Way (ROW) of Jackson Street, on the east by the western ROW of 4th Avenue North, on the south by the remainder of the of said State of Tennessee tract and on the west by the eastern ROW of 5th Avenue North

POINT OF BEGINNING being at the northeastern intersection of ROW of Jackson Street and 4th Avenue North; thence along the western ROW of 4th Avenue North South 27°21'12" East 664.49 feet to a point; thence leaving said ROW with a new line South 62°38'48" West 16.01 feet to a point; thence with a curve to the left having a central angle of an angle of 30°10'54", a radius of 262.59 feet, a length of 138.33 feet, a tangent of 70.81 feet, and having a chord bearing and distance of South 48°23'27" West 136.73 feet to a point; thence South 29°43'56" West 107.29 feet to a set point; thence on a curve to the right having a central angle of an angle of 42°47'07", a radius of 171.43 feet, a length of 128.01 feet, a tangent of 67.16 feet, and having a chord bearing and distance of South 52°45'01" West 125.06 feet to a point on the eastern ROW of 5th Avenue North; thence along the eastern ROW of 4th Avenue North North 27°21'15" West 778.05 feet to a point on the southern ROW of Jackson Street; thence along the southern ROW of Jackson Street North 62°39'41" East 361.81 feet to the point of beginning.

Tract contains 261,142 square feet or 5.99 acres.

Bearings based on Tennessee State Plane Coordinate System.

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 361.82' | S62°02'43"W |
| L2 | 305.24' | N27°21'15"W |
| L3 | 107.29' | N29°43'56"E |
| L4 | 16.01' | N62°38'48"E |
| L5 | 414.90' | S27°21'12"E |

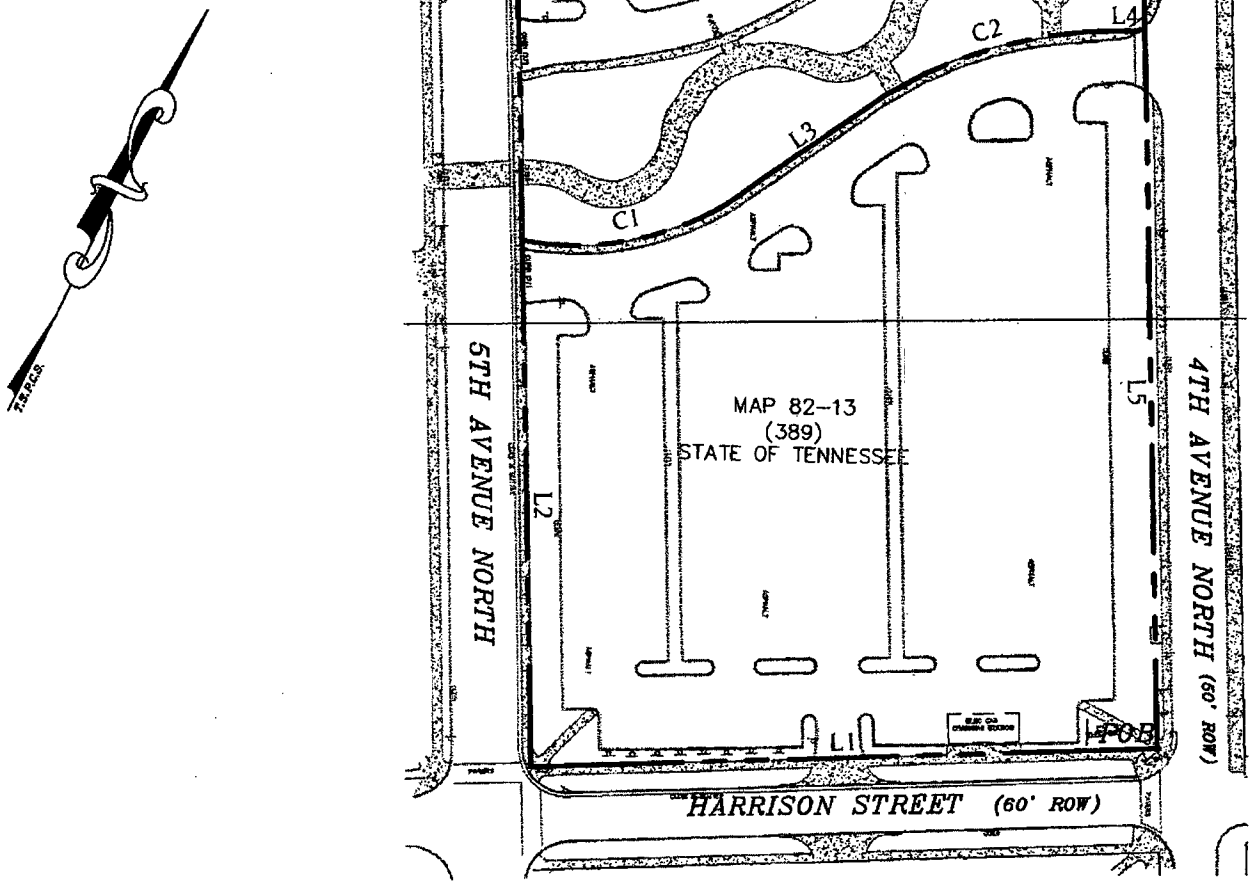
**EXHIBIT**

C

## NOTES

1. THIS IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.
2. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD | CHD BEARING |
| C1 | 128.01' | 171.43' | 42°47'07" | 67.16' | 125.06' | N52°45'01"E |
| C2 | 138.33' | 262.59' | 30°10'54" | 70.81' | 136.73' | S48°23'27"W |





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Project:
# SULPHUR DELL
## PARKING PARCEL

Title:
**PROPERTY EXHIBIT**
SCALE: 1"=100'

Proj. # 20130943

Date: 11/1/13

Parking Parcel Property Description

A tract of land in 19th Civil District, Davidson County Tennessee. Being portions of Lots 44 and 45 Balch and Whiteside's Additions to Nashville as recorded in Minute Book D Page 734 in Circuit Court of Davidson County, Tennessee. Tract being bounded on the North by the remainder of the lands of the State of Tennessee Tract, on the east by the western Right of Way (ROW) of 4th Avenue North, on the south by the Northern ROW of Harrison Street and on the west by the eastern ROW of 5th Avenue North. Tract being described as follows:

POINT OF BEGINNING being a point at the northwest intersection of ROW of 4th Avenue North and Harrison Street; thence along said northern ROW of Harrison Street South 62°02'43" West 361.82 feet to a point on the eastern ROW of 5th Avenue North; thence along said eastern ROW North 27°21'15" West 305.24 feet to a point; thence leaving said ROW with a new line and being a curve to the left having a central angle of an angle of 42°47'07", a radius of 171.43 feet, a length of 128.01 feet, a tangent of 67.16 feet, and having a chord bearing and distance of North 52°45'01" East 125.06 feet to a point; thence North 29°43'56" East 107.29 feet to a point; thence on a curve to the right having a central angle of an angle of 30°10'54", a radius of 262.59 feet, a length of 138.33 feet, a tangent of 136.73 feet, and having a chord bearing and distance of North 48°23'27" East 136.73 feet to a point; thence North 62°38'48" East 16.01 feet to a point on the western ROW of 4th Avenue North; thence along said western ROW South 27°21'12" East 414.90 feet to the point of beginning.

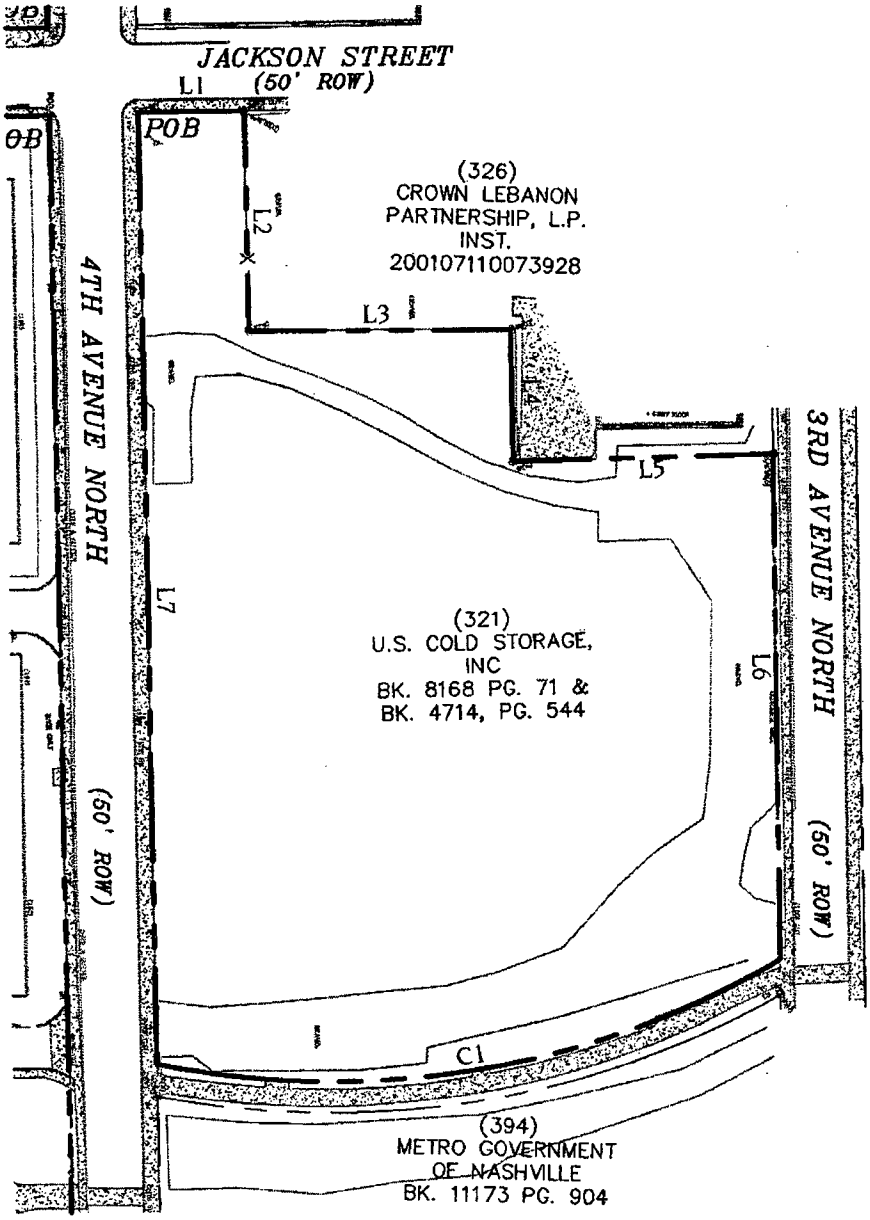
Tract contains 130,091 square feet or 2.99acres.

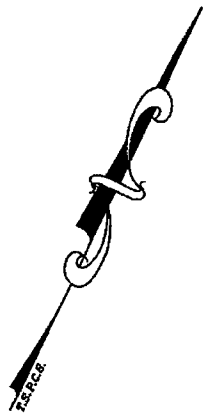
Bearings based on Tennessee State Plane Coordinate System.

## NOTES

1. THIS IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.
2. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD | CHD BEARING |
| C1 | 372.58' | 512.33' | 41°40'02" | 194.96' | 364.43' | N54°03'13"E |



EXHIBIT

D

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 60.64' | N62°42'43"E |
| L2 | 126.24' | S27°21'12"E |
| L3 | 150.00' | N63°23'57"E |
| L4 | 75.00' | S27°24'26"E |
| L5 | 151.00' | N62°11'44"E |
| L6 | 292.60' | S27°05'18"E |
| L7 | 549.15' | N27°21'12"W |


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Project:
# SULPHUR DELL
## PARCEL 63

Title:
PROPERTY EXHIBIT
SCALE: 1"=100'

Proj # 20130943

Date: 11/1/13

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Parcel 63 Property Description

A tract of land in the 19th District, Davidson County, Tennessee, being parts of Lots 31, 32 and 33 in Balch & Whitehead's Addition to Nashville, a plan of which is recorded in Minute Book "D," Page 734, Circuit Court for Davidson County, Tennessee, being all of Lots 31, 32 and 33 lying north of the Nashville Terminal Company's Right of Way except Lots 4 and 5 of subdivision of Lot 32 as recorded in Minute Book "H," Page 324, of Davidson County Court. Tract being bounded on the north by the southern Right of Way (ROW) of Jackson Street and by Crown Lebanon Partnership, L.P. as recorded in Instrument Number 200107110073928, Register's Office Davidson County, Tennessee, (RODC), on the east by the western ROW of 3rd Avenue North, on the south by Metro Government of Nashville, as recorded in Book 11173, Page 904, RODC and on the west by the eastern ROW of 4th Avenue North. Tract being described as follows:

POINT OF BEGINNING being an iron rod new at the southeastern ROW of intersection of Jackson Street and 4th Avenue North; thence along the southern of Jackson Street ROW North 62°42'43" East 60.64 feet to an iron rod new; thence leaving said ROW with the common line of said Crown Lebanon Partnership, L.P. tract South 27°21'12" East 126.24 feet to an iron rod new; thence North 63°23'57" East 150.00 feet to an iron rod new; thence South 27°24'26" East 75.00 feet to an iron rod new; thence North 62°11'44" East 151.00 feet to a 5/8" iron rod old on said western ROW of 3rd Avenue North; thence along said western ROW South 27°05'18" East 292.60 feet to an iron rod new at the northeastern corner of the said Metro Government of Nashville tract; thence along the northern line of the said Metro Government of Nashville tract with a curve to the right having a length of 372.58 feet, a radius of 512.33 feet, a central angle of 41°40'02" and a chord bearing and distance of South 54°03'13" West 364.43 feet to an iron rod new on said eastern ROW of 4th Avenue North; thence along said eastern ROW North 27°21'12" West 549.15 feet to the point of beginning.

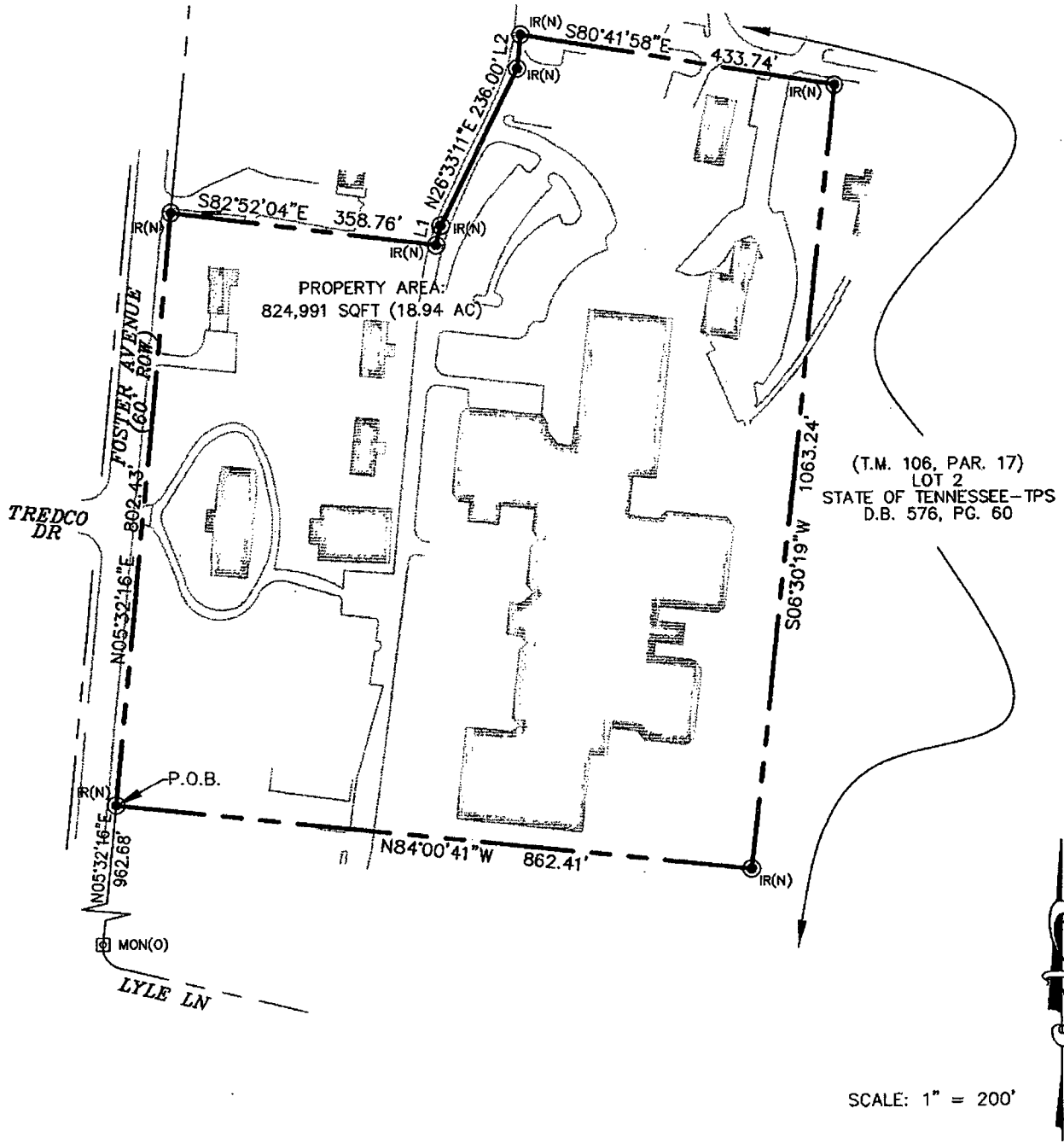
Containing 147,020 square feet or 3.38 acres.

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 26.59' | N13°48'35"E |
| L2 | 45.71' | N06°06'35"E |

**EXHIBIT**

tabbies

E-1





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Project:
**TPS COMPLEX**

NASHVILLE, DAVIDSON CO., TN

Title:
**PROPERTY EXHIBIT**

Proj. # 20120129

Date: 03/21/13

L:\Projects\2012\20120129\dwg\20120129 Boundary Survey.dwg-South Mar 22, 2013 - 10:18am blambert



Being a tract of land lying in the 17th District of Davidson County, Nashville, Tennessee, being a portion of Lots 9 & 10 of A H Ford Plan as recorded in Plat Book 21, Page 51, Register's Office of Davidson County (RODC), being a portion of State of Tennessee – TPS as recorded in Deed Book 576, Page 50, RODC. Tract being bounded on the north, east and south by the remainder of said State of Tennessee – TPS, and bounded on the west by the eastern Right of Way (ROW) of Foster Avenue. Tract being more particularly described as follows:

POINT OF BEGINNING having Tennessee State Plane Coordinates of N: 655268.06, E: 1749499.31, being a set point lying on said ROW of Foster Avenue, being North 05°32'16" East 962.68 feet from a found concrete monument at the northeast ROW intersection of said Foster Avenue and Lyle Lane; thence along said ROW of Foster Avenue North 05°32'16" East 802.43 feet to a set point; thence leaving said ROW with the following; South 82°52'04" East 358.76 feet to a set point; thence North 13°48'35" East 26.59 feet to a set point; thence North 26°33'11" East 236.00 feet to a set point; thence North 06°06'35" East 45.71 feet to a set point; thence South 80°41'58" East 433.74 feet to a set point; thence South 06°30'19" West 1063.24 feet to a set point; thence North 84°00'41" West 862.41 feet to the point of beginning.

Tract contains 824,991 square feet or 18.94 acres.

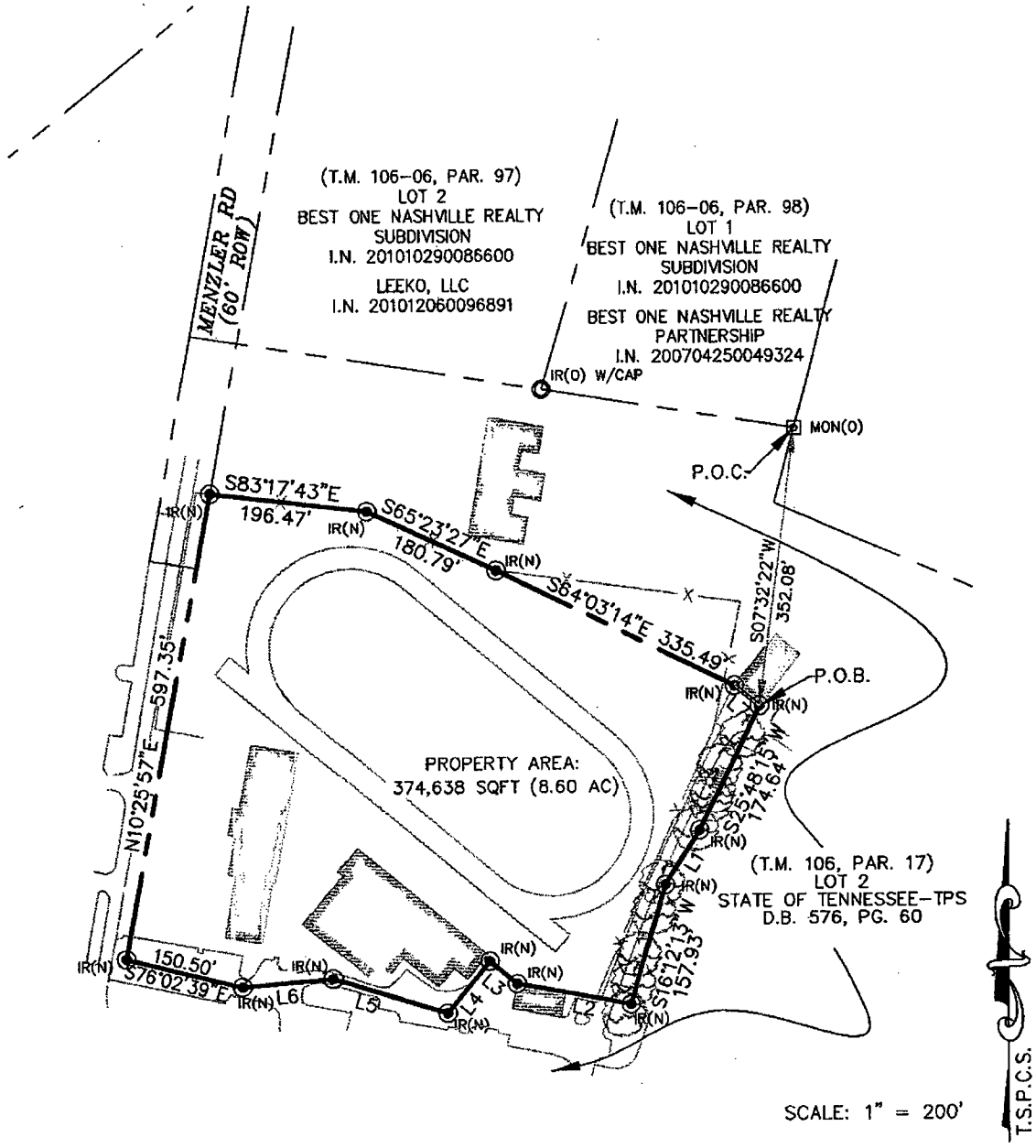
Bearings based on Tennessee State Plane Coordinate System.

**EXHIBIT**

tabbies

E-2

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 81.22' | S32°06'23"W |
| L2 | 148.29' | N79°32'46"W |
| L3 | 45.20' | N49°55'39"W |
| L4 | 85.27' | S39°19'55"W |
| L5 | 150.35' | N72°48'14"W |
| L6 | 113.63' | S84°53'25"W |
| L7 | 40.30' | S50°48'35"E |





LITTLEJOHN ENGINEERING ASSOCIATES

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Nashville | Chattanooga | Decatur | Huntsville | Knoxville | Orlando | Phoenix | Tri-Cities


Project:
**TPS COMPLEX**

NASHVILLE, DAVIDSON CO., TN

Title:
**PROPERTY EXHIBIT**

Proj. # 20120129

Date: 03/21/13

L:\Projects\2012\20120129\dwg\20120129 Boundary Survey.dwg-North Mar 22, 2013 - 10:18am blambert



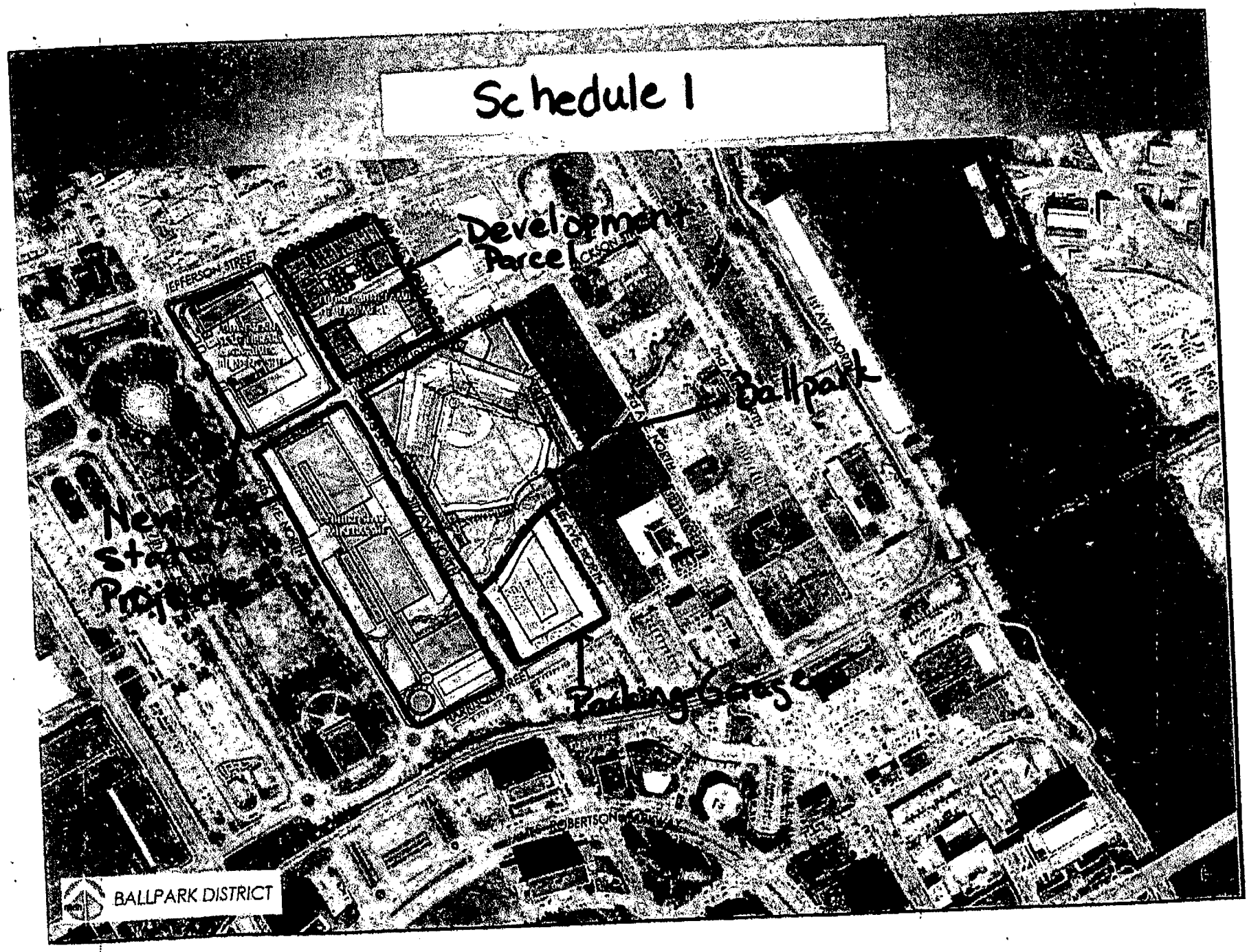
Being a tract of land lying in the 17th District of Davidson County, Nashville, Tennessee, being a portion of Lots 8 & 9 of A H Ford Plan as recorded in Plat Book 21, Page 51, Register's Office of Davidson County (RODC), being a portion of State of Tennessee – TPS as recorded in Deed Book 576, Page 50, RODC. Tract being bounded on the north, east, south and west by the remainder of said State of Tennessee – TPS. Tract being more particularly described as follows:

POINT OF COMMENCEMENT being a found concrete monument, being the common corner said State of Tennessee – TPS and Lot 1 of Best One Nashville Realty Subdivision as recorded in Instrument Number 201010290086600, RODC, being Best One Nashville Realty Partnership as recorded in Instrument Number 200704250049324, RODC; thence South 07°32'22" West 352.08 feet to the true and actual POINT OF BEGINNING having Tennessee State Plane Coordinates of N: 657229.37, E: 1751130.24; thence South 25°48'15" West 174.64 feet to a set point; thence South 32°06'23" West 81.22 feet to a set point; thence South 16°12'13" West 157.93 feet to a set point; thence North 79°32'46" West 148.29 feet to a set point; thence North 49°55'39" West 45.20 feet to a set point; thence South 39°19'55" West 85.27 feet to a set point; thence North 72°48'14" West 150.35 feet to a set point; thence South 84°53'25" West 113.63 feet to a set point; thence North 76°02'39" West 150.50 feet to a set point; thence North 10°25'57" East 597.35 feet to a set point; thence South 83°17'43" East 196.47 feet to a set point; thence South 65°23'27" East 180.79 feet to a set point; thence South 64°03'14" East 335.49 feet to a set point; thence South 50°48'35" East 40.30 feet to the point of beginning.

Tract contains 374,638 square feet or 8.60 acres.

Bearings based on Tennessee State Plane Coordinate System.

# Schedule 1


Development Parcel
Ballpark
New State Project
Parking Garage
JEFFERSON STREET
1ST AVENUE NORTH
3RD AVENUE NORTH
4TH AVENUE NORTH
ROBERTSON
BALLPARK DISTRICT

# CERTIFICATION

I, Shannon B. Hall, being the duly appointed Metropolitan Clerk of The Metropolitan Government of Nashville and Davidson County, do hereby certify that the foregoing is a true and exact copy of REAL ESTATE AGREEMENT adopted by BL2013-594, which bill passed third and final reading by the Metropolitan Council on December 10, 2013, said action being recorded in Minute Book No. M67, Page 406.

WITNESS MY HAND and the Seal of The Metropolitan Government of Nashville and Davidson County, Tennessee, this 16th day of December, 2013.

Metropolitan Clerk

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Sworn to and subscribed before me,
by Shannon B. Hall, this 16th
day of December, 2013.

Notary Public

My Commission expires: 05/08/2017

MARLENE FULLER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

# True Copy Certification

I, William L. Rosenberg, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, William L. Rosenberg who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 6/20/2017

Notary Seal:

