



Metropolitan Council

**PROPOSED LATE-FILED
RESOLUTION, LATE-FILED
ORDINANCE, AMENDMENTS
TO ORDINANCES, AND
SUBSTITUTES FOR
ORDINANCES TO BE FILED
WITH THE METRO CLERK
FOR THE COUNCIL MEETING OF
TUESDAY, SEPTEMBER 5, 2017**

RESOLUTION NO. RS2017-_____

A resolution amending Resolution No. RS2017-833 to clarify that the recipient of the grant for Victim Service Coordinator positions from the State of Tennessee, Department of Finance and Administration, is the Metropolitan Nashville Police Department, rather than the Office of Family Safety.

WHEREAS, the State of Tennessee, Department of Finance and Administration, has awarded a grant in an amount not to exceed \$2,428,500 with a required cash match of \$607,125 to The Metropolitan Government of Nashville and Davidson County; and,

WHEREAS, the grant funds will be appropriated to the Metropolitan Nashville Police Department, and then the Police Department will distribute some of the funds in accordance with the grant contract to the Office of Family Safety for Victim Service Coordinator positions and improvement of the criminal justice system; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

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

Section 1. Resolution RS2017-833 is hereby amended as follows:

By deleting “Office of Family Safety”, wherein it appears in Section 1, and substituting with “Metropolitan Nashville Police Department”.

By deleting Section 2 in its entirety and substituting with the following new Section 2:

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Nashville Police Department, and then the Police Department will distribute some of the funds in accordance with the grant contract to the Office of Family Safety, based on the revenues estimated to be received and any match to be applied.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Talía Lomax-O’neal, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council

ORDINANCE NO. BL2017-_____

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by expanding the Belmont-Hillsboro Neighborhood Conservation Overlay District to various properties along Clayton Avenue and Gale Lane, at the northwest corner of Gale Lane and Lealand Lane, zoned R8 (6.07 acres), all of which is described herein (Proposal No. 2017NHC-005-001).

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

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By expanding the Belmont-Hillsboro Neighborhood Conservation Overlay District to various properties along Clayton Avenue and Gale Lane, at the northwest corner of Gale Lane and Lealand Lane, zoned R8 (6.07 acres), being various Property Parcels Nos. as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 118 and Map 900 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Colby Sledge

2017NHC-005-001

Map 118-05, Parcel(s) 032-038, 040-049, 052.01, 052-054, 210

Map 118-05-0-B, Parcel(s) 001-004

Map 118-05-0-U, Parcel(s) 001-002, 900

Map 118-05-0-W, Parcel(s) 001-002, 900

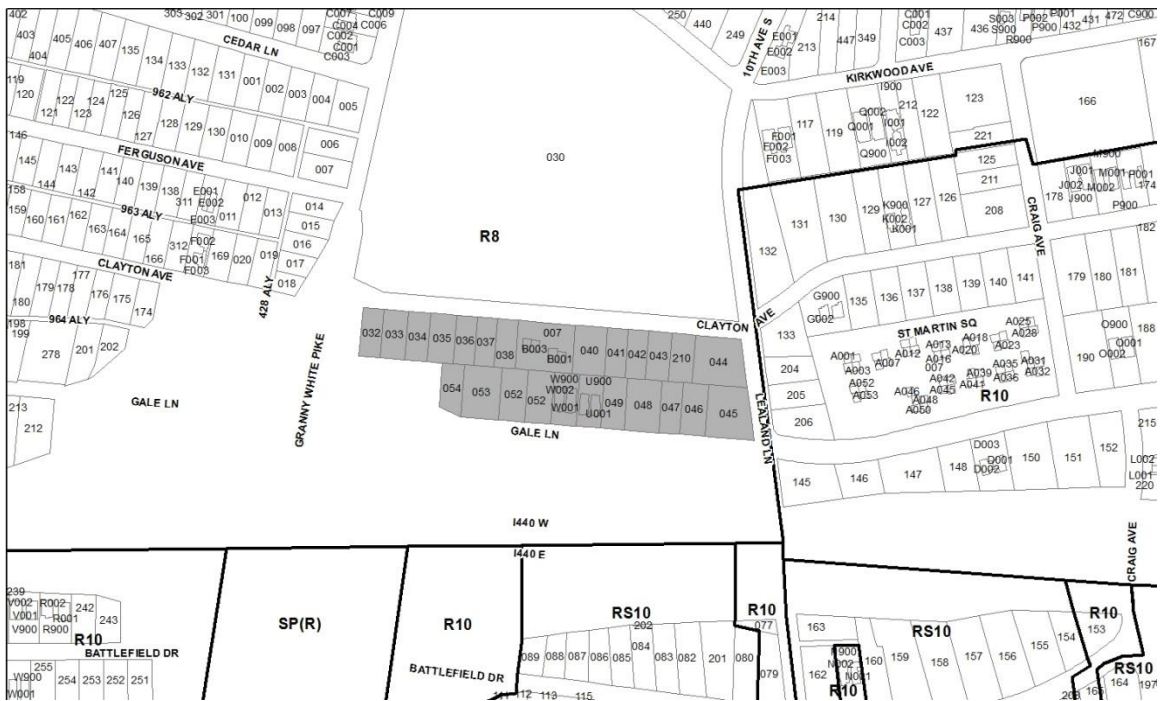
Map 900, Parcel(s) 007.37

Subarea 10, Green Hills - Midtown

District 17 (Sledge)

Application fee paid by: Fee waived by Council

A request to expand the Belmont-Hillsboro Neighborhood Conservation Overlay District to various properties along Clayton Avenue and Gale Lane, at the northwest corner of Gale Lane and Lealand Lane, zoned R8 (6.07 acres), requested by Councilmember Colby Sledge, applicant; various owners.



AMENDMENT NO. ____
TO
ORDINANCE NO. BL2017-800

Mr. President –

I move to amend Ordinance No. BL2017-800 as follows:

I. By adding a new Section 2 as set forth below, and re-numbering the remaining sections as necessary:

Section 2. Subsection A of Section 11.28.230 of the Metropolitan Code is amended by deleting the first sentence, and substituting in lieu thereof the following:

During the hours specified in Section 11.28.210 herein, it shall be unlawful for a parent of a juvenile to permit, either knowingly or negligently, the juvenile to remain in or on any public place, or private place without consent of the property owner, in Davidson County under circumstances not constituting an exception listed in Section 11.28.220 herein.

INTRODUCED BY:

DeCosta Hastings
Member of Council

SUBSTITUTE ORDINANCE BL2017-800

An ordinance amending sections ~~11.28.210~~ 11.28.230 and 11.28.240 of the Metropolitan Code of Laws to modify juvenile curfew hours.

WHEREAS, Ordinance No. BL99-1, enacted on November 16, 1999, established a juvenile curfew applicable within the area of the Metropolitan Government, codified in Section 11.28.200, et seq., of the Metropolitan Code; and

WHEREAS, Section 11.28.280 of the Metropolitan Code originally provided that the curfew provisions of the code would be null and void after the 30th day of June, 2005, unless extended by resolution of the Metropolitan Council; and

WHEREAS, on February 15, 2005, the Metropolitan Council adopted Resolution No. RS2005-689 to extend the curfew provisions through June 30, 2010; and

WHEREAS, on May 17, 2011, the Metropolitan Council approved Ordinance no. BL2011-869, re-adopting the juvenile curfew provisions of the Metropolitan Code of Laws in order to allow for the continued enforcement of such provisions; and

~~WHEREAS, the Metropolitan Council has since determined that the juvenile curfew laws should be further restricted by one (1) hour in order to (a) further the effectiveness of the curfew in reducing unlawful activity by juveniles; (b) eliminate confusion regarding the applicable curfew hours; and (c) to promote the public good, safety and welfare.~~

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

~~Section 1. Sections 11.28.210 of the Metropolitan Code is amended by deleting this section in its entirety and by substituting the following:~~

~~Section 11.28.210 Curfew for Juveniles.~~

~~It shall be unlawful for any person seventeen (17) years of age or less [under (18)] to be or remain in or upon a public place, or a private place without consent of the property owner, leasee or a person of apparent authority acting on behalf of the leasee or owner, in Davidson County during the period beginning at 11:00 p.m. and ending at 5:00 a.m.~~

Section 1. Section 11.28.230 of the Metropolitan Code is amended by deleting the first sentence of subsection A and substituting in lieu thereof the following:

During the hours specified in Section 11.28.210 herein, it shall be unlawful for a parent of a juvenile to permit, either knowingly or negligently, the juvenile to remain in or on any public place, or private place without consent of the property owner, in Davidson County under circumstances not constituting an exception listed in Section 11.28.220 herein.

Section 2. Section 11.28.240 of the Metropolitan Code is amended by deleting subsection C in its entirety and substituting in lieu thereof the following:

C. Pursuant to Chapter 191, Public Acts of 1995, the juvenile court may assess a penalty in an amount not to exceed fifty dollars against a parent violating the provisions of this article. In addition to or in lieu of a penalty the Juvenile Court may require the parent to complete a parenting program designated by the Juvenile Court. Each violation of this article shall constitute a separate offense.

Section 2.3. That this Ordinance shall take effect from and after its final passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

DeCosta Hastings
Member of Council

SUBSTITUTE ORDINANCE BL2017-835

An ordinance amending Title 16 of the Metropolitan Code of Laws to require signs posted by building and demolition permit holders for projects in excess of a certain amount to include information regarding times during which work can be performed and certain noise levels which can be emitted.

WHEREAS, section 16.040.150 of the Metropolitan Code of Laws provides that no contractor, builder, workman, laborer, or person, other than a homeowner/resident working on a residence, shall perform work on a building or structure between the hours of 12 midnight Saturday night and 12 midnight Sunday night; and

WHEREAS, section 16.44.030 of the Metropolitan Code of Laws provides that persons engaged in the construction, repair or demolition of buildings, structures, and other items within or adjoining a residential zone district must not emit noise from construction equipment in excess of 70 Db(A) between the hours of 9 p.m. and 6 a.m.; and

WHEREAS, members of the Metropolitan Council receive frequent complaints from constituents regarding noise levels and other nuisances emanating from construction, demolition and project sites; and these constituents are often unaware of the activities that are or are not permitted on such sites at given hours; and

WHEREAS, section 16.28.236~~5~~ of the Metropolitan Code of Laws already requires project information signs to be posted at major project sites containing certain information for the benefit of the public -- including a rendering of any building exterior, the anticipated completion date, contact information for the property owner, project developer or development company, and contractor. But no information is required to be posted regarding activities allowed or the hours thereof; and

WHEREAS, it is fitting and proper that citizens of Nashville and Davidson County be provided with additional information to promote their vigilance in monitoring construction and demolition site activities that may not be compliant with the Metropolitan Code of Laws.

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

Section 1. That Section 16.28.230 of the Metropolitan Code of Laws is hereby amended by deleting in its entirety and replacing with the following:

16.28.230 - Approved permits and construction hours signs —Posted at premises.

A. Work requiring a building permit shall not be commenced until the permit holder or his agent shall have posted the building permit card in a conspicuous place on the front of the premises. The permit shall be protected from the weather and in such position as to permit the director of codes administration to conveniently make the required entries thereon. This permit card shall be maintained in such position by the permit holder until the certificate of occupancy required by this chapter has been issued by the director.

B. A project information sign shall be posted at all project sites, excluding public infrastructure projects, in English and Spanish, ~~with a permit valuation of greater than \$2,500.00~~ for all projects requiring a building permit. The sign shall include a phone number

for the project applicant, as well as a phone number to file complaints with the Metropolitan Codes Department. One double-sided 24" (vertical) x 36" (horizontal) sign shall be posted for every 50 feet of site frontage, with no more than three signs required per street frontage (~~each street frontage shall contain a sign per 50 feet of frontage for double frontage lots~~), containing the appropriate set of information:

1. ~~A statement as follows~~ For project sites located within or adjacent to a residential zone district, excluding permits obtained by the homeowner/resident working on his or her own residence: "No work is allowed to be performed on this site between the hours of 12:00 midnight Saturday night and 12:00 midnight Sunday night, unless a special permit issued by the director of codes administration is posted in a conspicuous place on these premises. No noise in excess of 70 Db(a) shall be emitted from construction equipment in or beside residential districts between 9:00 pm and 6:00 am."

2. For all other project sites, excluding permits obtained by the homeowner/resident working on his or her own residence: "No work is allowed to be performed on this site between the hours of 12:00 midnight Saturday night and 12:00 midnight Sunday night, unless a special permit issued by the director of codes administration is posted in a conspicuous place on these premises."

Section 2. That this Ordinance shall take effect immediately after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Kathleen Murphy

Colby Sledge
Members of Council

SUBSTITUTE ORDINANCE BL2017-862

An ordinance authorizing ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC to install, construct and maintain aerial and underground encroachments in the right-of-way located at 2111 Belcourt Avenue (Proposal No. 2017M-023EN-001).

WHEREAS, ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC plans to install, construct and maintain aerial and underground encroachments, comprised of a canopy and closure slab located within the Alley #802 right-of-way and three (3) bicycle racks, in the right-of-way of 2111 Belcourt Avenue, under proposal No. 2017M-023EN-001; and

WHEREAS, ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC has agreed to indemnify and hold The Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said encroachments.

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

Section 1. That subject to the requirements, limitations and conditions contained herein and in the attached License Agreement, ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC is hereby granted the privilege to construct and maintain said encroachments under proposal No. 2017M-023EN-001, in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches which are attached to and made a part of this ordinance.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said encroachments under proposal No. 2017M-023EN-001 shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience, to order the relocation of said facilities at the expense of ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC.

Section 3. That plans and specifications for said encroachments under proposal No. 2017M-023EN-001 shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use by ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC.

Section 4. That construction and maintenance of said encroachments under proposal No. 2017M-023EN-001 shall be under the direction, supervision and control of the Director of Public Works, and its installation, when complete, must be approved by said Director.

Section 5. That this Ordinance confers upon ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this ordinance, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on The Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by Metropolitan Government, ~~Elmington Capital Group,~~

~~LLC~~ ECG Belcourt, LLC, its successors and assigns, shall remove said encroachment at their own expense.

Section 6. ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC, its successors and assigns, shall pay all cost incident to the construction, installation, operation and maintenance of said encroachments under proposal No. 2017M-023EN-001 and shall save and hold The Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with the construction, installation, operation and maintenance of said encroachments and shall not claim, set up, or plead as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC, its successors and assigns, shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition which it was in prior to the installation of said encroachments, and for any street closure.

Section 7. That the authority granted to ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 8. ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC shall and is hereby required to furnish The Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming The Metropolitan Government as an insured party, of at least two million (\$2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said aerial encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to The Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by ~~Elmington Capital Group, LLC~~ ECG Belcourt, LLC of all provisions of this ordinance shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this ~~l~~ ordinance shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Department of Public Works.

Section 11. This Ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Burkley Allen

Jeremy Elrod
Members of Council

SUBSTITUTE ORDINANCE NO. BL2017-863

An Ordinance authorizing LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC to install, construct and maintain underground and aerial encroachments in the right of way located at 818 19th Avenue South (Proposal No. 2017M-027EN-001).

WHEREAS, LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC, plans to install, construct and maintain underground and aerial encroachments in the right-of-way of 818 19th Avenue South, under proposal No. 2017M-027EN-001; and,

WHEREAS, LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC plans to install, construct and maintain underground encroachments comprised of awnings and irrigation lines and raised planters encroaching the right-of-way on property located at 818 19th Avenue South; and,

WHEREAS, LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC has agreed to indemnify and hold The Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said encroachments under proposal No. 2017M-027EN-001; and,

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

Section 1. That subject to the requirements, limitations and conditions, and contained herein and in the attached License Agreement the LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC is hereby granted the privilege to construct and maintain said encroachments under proposal No. 2017M-027EN-001, in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches which are attached to and made a part of this Ordinance.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said encroachments under proposal No. 2017M-027EN-001 shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense of LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC.

Section 3. That plans and specifications for said encroachments under proposal No. 2017M-027EN-001 shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use by LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC.

Section 4. That construction and maintenance of said LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC under proposal No. 2017M-027EN-001 shall be under the direction and supervision and control of the Director of Public Works, and its installation, when completed, must be approved by said Director.

Section 5. That this Ordinance confers upon LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this ordinance, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on The Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by Metropolitan Government, Nashville Convention Center, its successors and assigns, shall remove said encroachment at their own expense.

Section 6. LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC, its successors and assigns, shall pay all cost incident to the construction, installation, operation and maintenance of encroachments under proposal No. 2017M-027EN-001 and shall save and hold The Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with the construction, installation, operation and maintenance of said encroachments and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC, its successors and assigns, shall be responsible for the expense, if any, of repairing and returning right-of-way to the condition, which it was in prior to the installation of, said encroachments, and for any street closure.

Section 7. That the authority granted to LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 8. LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC, shall and is hereby required to furnish The Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming The Metropolitan Government as an insured party, of at least two million (\$2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction of installation of said aerial and underground encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to The Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC of all provisions of this Ordinance shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this Ordinance shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Department of Public Works.

Section 11. This Ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Freddie O'Connell

Burkley Allen

Jeremy Elrod
Members of Council

RECOMMENDED BY:

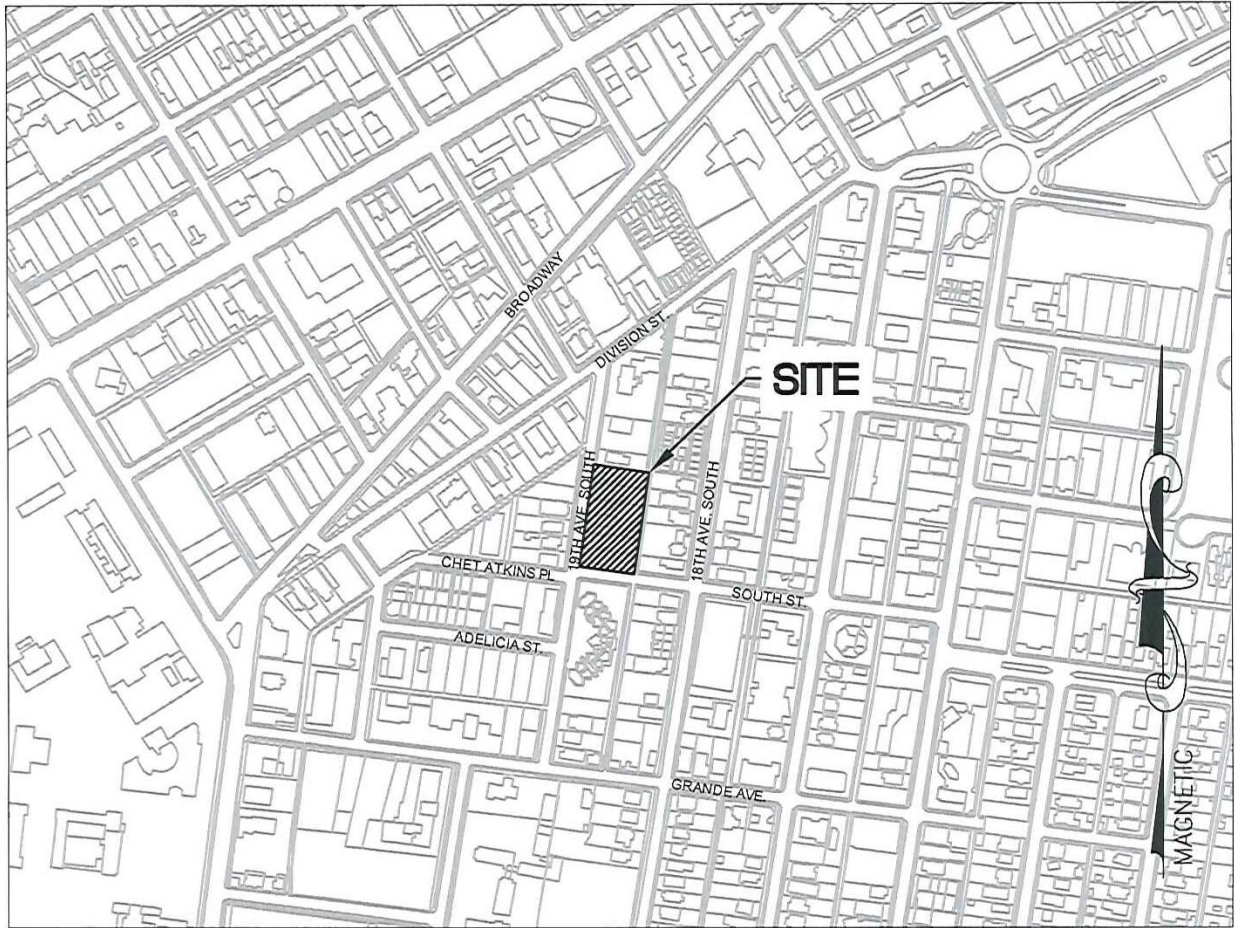
Mark Sturtevant, Director
Department of Public Works

APPROVED AS TO FORM
AND LEGALITY:

Assistant Metropolitan Attorney

RECOMMENDED BY:

Proposal No. 2017M-027EN-001





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED LMV M Tower Holdings, LLC c/o Lennar Multifamily Communities, LLC 25 Enterprise Aliso Viejo CA 92656 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Gemini Insurance Company		10833
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570066778803 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

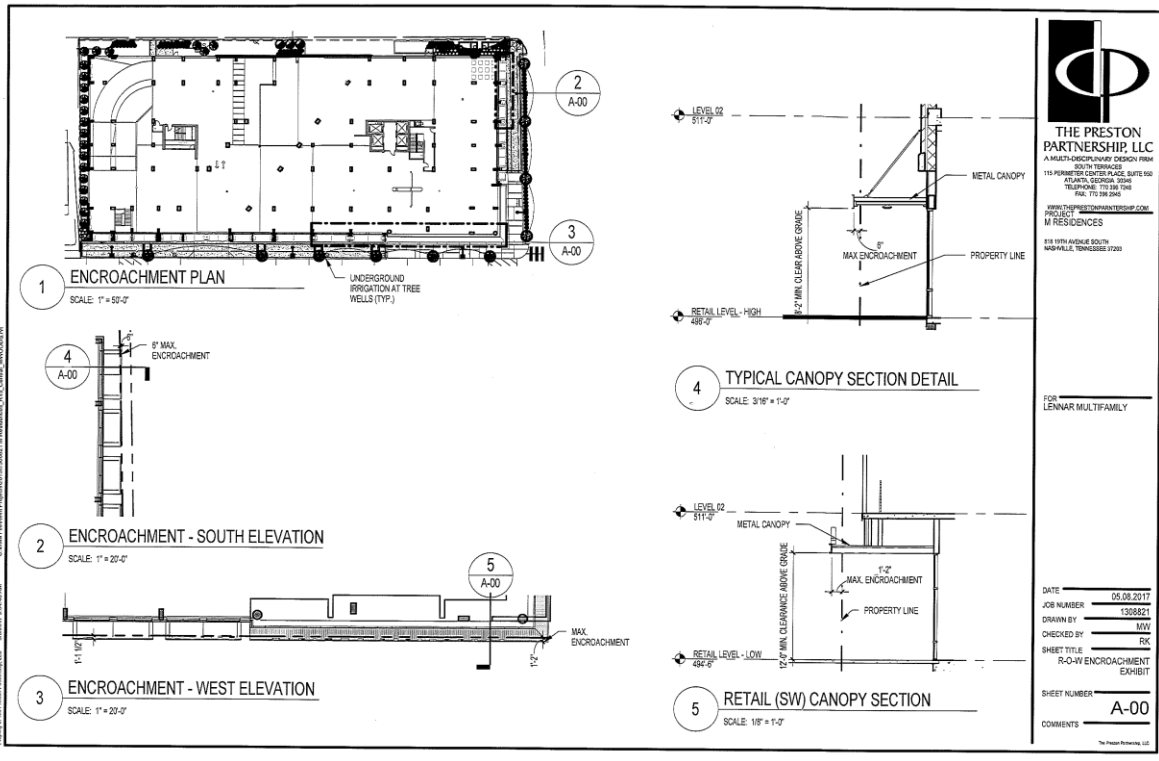
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VCWP001402	07/28/2015	07/28/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OPAGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: The Morris / M Tower Project. The Metropolitan Government of Nashville and Davidson County is included as an Additional Insured as respects to General Liability and the ROW Encroachment Package. The Certificate Holder is included as a 30 Day Notice of Cancellation Holder. Project was enrolled as a project specific placement effective 9/10/15.

CERTIFICATE HOLDER The Metropolitan Government of Nashville and Davidson County Metro Legal & Claims c/o Insurance and Safety Divisions 222 3rd Avenue North, Suite 501 Nashville TN 37201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc of Florida</i>
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Holder Identifier :

Certificate No : 570066778803



Property of The Preston Partnership, LLC - 1/20/2017 9:14:40 AM
 © 2016 Preston Partnership, LLC - 1/20/2017 9:14:40 AM
 115 PARKWAY CENTER BLVD, SUITE 500
 MEMPHIS, TN 38118
 TEL: 901.308.5400
 WWW.THEPRESTONPARTNERSHIP.COM
 PROJECT: M RESIDENCES
 818 19TH AVENUE SOUTH
 ANDHILLE, TENNESSEE 37203



THE PRESTON PARTNERSHIP LLC
 A MULTI-DISCIPLINARY DESIGN FIRM

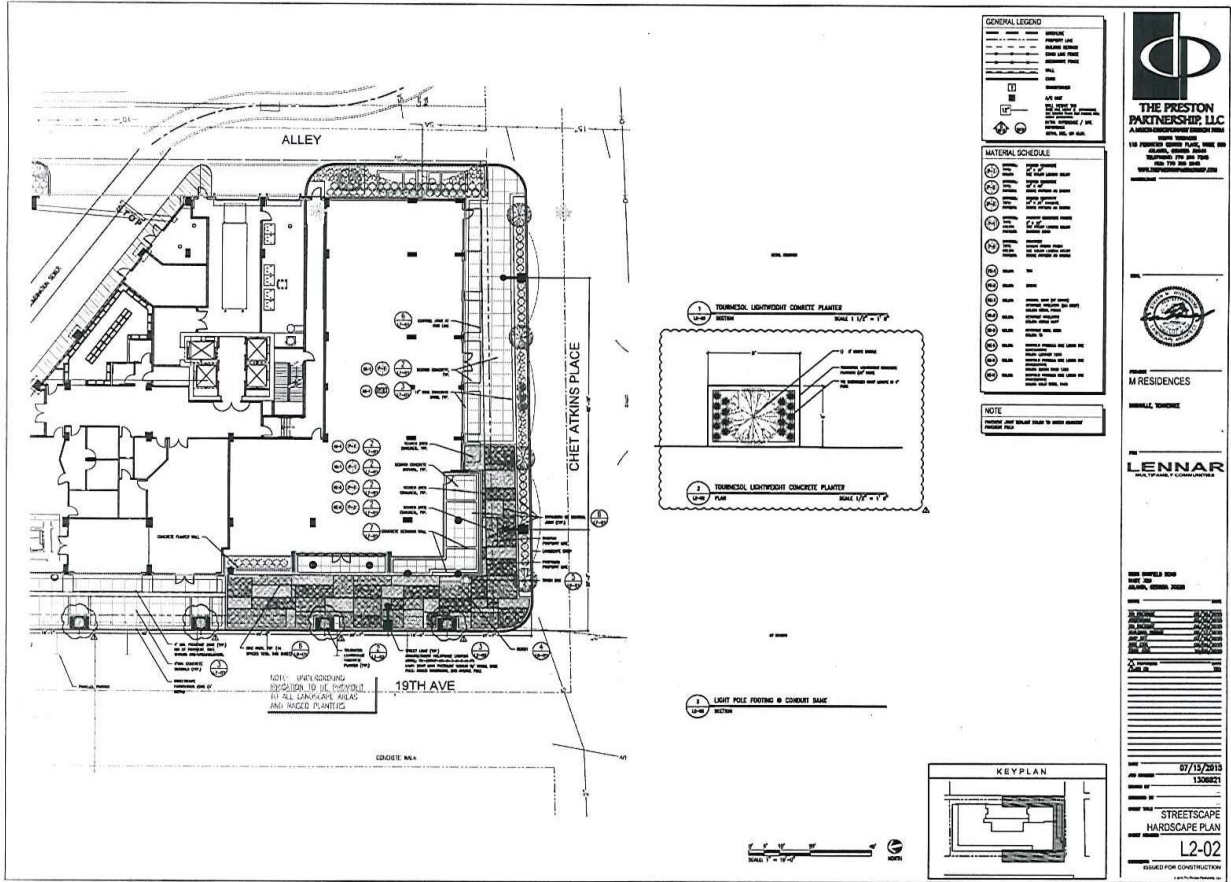
115 PARKWAY CENTER BLVD, SUITE 500
 MEMPHIS, TN 38118
 TEL: 901.308.5400
 WWW.THEPRESTONPARTNERSHIP.COM

PROJECT: M RESIDENCES
 818 19TH AVENUE SOUTH
 ANDHILLE, TENNESSEE 37203

FOR LÉNNAR MULTIFAMILY

DATE	06.08.2017
JOB NUMBER	1308621
DRAWN BY	MM
CHECKED BY	DK
SHEET TITLE	R-04Y ENCROACHMENT EXHIBIT
SHEET NUMBER	A-00
COMMENTS	

The Preston Partnership LLC



THE PRESTON PARTNERSHIP, LLC
 A MEMBER COMPANY OF LENNAR
 18000 W. WINDYBROOK DRIVE, SUITE 200
 CHANDLER, ARIZONA 85226
 PHONE: 480.948.8800
 WWW.PRESTONPARTNERSHIP.COM



M RESIDENCES
 SMALL TOWNHOMES

LENNAR
 MULTI-FAMILY CONSTRUCTION

NO.	DATE	DESCRIPTION
1	07/15/2013	ISSUED FOR CONSTRUCTION
2	07/15/2013	1308221
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07/15/2013
 1308221
 STREETScape
 HARDSCAPE PLAN
 L2-02
 ISSUED FOR CONSTRUCTION

AMENDMENT NO. 1
TO
ORDINANCE NO. BL2017-836

Mr. President –

I move to amend Ordinance No. BL2017-836 as follows:

I. By deleting Section 7 in its entirety and substituting therefore the following:

Section 7. That the final version of the payment in lieu of tax agreement authorized by this Ordinance shall be in the form attached hereto as Exhibit A together with such changes that do not alter the material terms hereof as may be approved by the Board, and must be approved as to legality by the Department of Law of the Metropolitan Government prior to being executed by the Board.

II. By amending Section 2 by deleting the word "Issuer" and replacing it with the word "Board" in the first sentence of the second paragraph as follows:

On or before January 31 of each calendar year, starting with January 31, 2020, and ending with January 31, 2023, the Company shall provide written notice to the ~~Issuer~~ Board stating the number of full-time equivalent salaried or hourly employees on a Company Entity's payroll at the Project ("Reported Jobs") as of December 31 of the preceding calendar year (the "Report Date"), and the increase in the number of Reported Jobs (the "New Jobs") over 411, being the number of full-time equivalent salaried or hourly employees of the Company located in Metro on December 6, 2016, the last employee headcount by the Company prior to December 13, 2016, the date of the Metro letter offering the incentive described herein.

III. By attaching the form of the payment in lieu of tax agreement attached hereto as Exhibit A to the ordinance.

INTRODUCED BY:

Bob Mendes
Member of Council

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (this "Agreement") is entered into as of this __ day of _____, 2017, by and among Keystone Automotive Industries, Inc. (the "Company"), KP Nashville, LLC, (the "Developer"), and THE INDUSTRIAL DEVELOPMENT BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, a public, not-for-profit corporation organized under the laws of the State of Tennessee (the "Board").

In consideration of the premises set forth in Section 1 of this Agreement, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Preliminary Statements. Among the matters of mutual inducement which have resulted in the execution of this Agreement are the following:

(a) The Company has announced its decision to expand its operations by constructing an office building (the "Office Building") for its North American support headquarters, to be (i) developed by the Developer, and (ii) located within the boundaries of the Metropolitan Government of Nashville and Davidson County, Tennessee (the "Metropolitan Government" the area within such boundaries being referred to as the "County"), thereby making a substantial investment of funds, resulting in increased employment and other commercial opportunities for the citizens of the County.

(b) The Board is authorized by the laws of the State of Tennessee, specifically, inter alia, Tennessee Code Annotated Section 7-53-305, being a provision of the Tennessee Industrial Development Corporations Act (the "Act"), to negotiate and accept payments in lieu of ad valorem taxes. Pursuant to such authority and in furtherance of this Agreement, the Board intends to (i) acquire the Project and (ii) enter into the Lease with Developer.

(c) The Board intends to enter into a Lease Agreement (the "Lease") with the Developer. Pursuant to the Lease, the Board will lease substantially all of the land, easements, other property rights, buildings, improvements, fixtures, construction in progress, equipment, furniture and other properties of any nature comprising a portion of, or used in connection with (i) the Land (as defined at Section 3(c) below); and (ii) such other property as is hereafter subject to the Lease (that portion of the Office Building that is hereafter constructed and owned by the Board and leased pursuant to the Lease, including all replacements, enhancements, additions, expansions and improvements thereto that are hereafter owned by the Board and leased pursuant to the Lease, are referred to collectively herein as the "Project"). The Office Building will be located in the County and will be more fully described in the Lease.

(d) Pursuant to a Lease Agreement, dated as of _____, between Developer and the Company (the "Company Sublease"), the Developer has agreed to lease all of the rentable square feet of the Office Building, lease all of the parking spaces to the Company, and provide the Company with access to and the use of the common areas. The initial term of

the Company Sublease is seventeen (17) years after the "Commencement Date," as defined therein.

(e) Pursuant to Ordinance No. BL2017-836 (the "Ordinance"), the Metropolitan County Council (the "Council") of the Metropolitan Government has delegated to the Board the authority to negotiate and accept payments in lieu of ad valorem taxes from the Company with respect to the Project.

(f) The Board is the instrumentality of the Metropolitan Government and is performing a public purpose on its behalf.

(g) The Board and the Council each has found, based upon information and factors deemed relevant by them, that the Board's agreement to accept payments in lieu of tax from the Company with respect to the Project will be in furtherance of the Board's public purposes of maintaining and increasing employment opportunities (as set forth in Tenn. Code Ann. § 7-53-102) and other public purposes of the Board set forth in the Act and described in the Ordinance.

(h) The Board hereby acknowledges that the execution and delivery of this Agreement has been and is an essential and material inducement to the Company in its determination to expand its operations in the County.

2. Nature of the Payments. The payments in lieu of ad valorem taxes (as further defined in Section 3 hereof, the "Payments") provided for herein shall be paid by the Company in lieu of all ad valorem, real and personal property or similar taxes or assessments, whether presently in effect or hereafter imposed on any portion of the Project or any component thereof (including, without limitation, any tax on the real property, enhancements, additions, expansions, improvements, buildings, equipment, replacement equipment, and any other tangible real or personal property from time to time subject to the Lease) during the term of this Agreement, by or on behalf of the Metropolitan Government, any school district located within the Metropolitan Government, or any subdivision or instrumentality of any of them or any of their respective successors. The Payments will relate to the Project in its current scope and configuration, and to all replacements, expansions, additions, enhancements and improvements subjected to the Lease during the term thereof. The Board will cooperate with the Company to allow the Company to obtain any applicable investment tax or other credits available under federal and state tax laws, and, to the extent permitted by law, to relieve the Company of any tax burdens, including sales tax payments in connection with the acquisition, construction and equipping of the Project or any part thereof.

3. Amount of Payments.

(a) Subject to the provisions of Sections 3(b) - (g) hereof, the amount of the Payments that the Company shall be required to make hereunder with respect to any calendar year during the Term of this Agreement (as defined at Section 4 below) shall be as follows:

(i) (A) 100% of the Applicable Ad Valorem Taxes from the date of the lease through the day before the completion of the construction

of the Project (“Company Occupancy Date”), and (B) an amount equal to (i) the 2015 calendar year taxes assessed on the real property of the Project (the “Base Tax Amount”), plus (ii) forty percent (40%) of the amount that the Applicable Ad Valorem Taxes exceeds the 2015 calendar year taxes assessed on the real property of the Project, for the period from the Company Occupancy Date through December 31, 2023, and (C) 100% of the Applicable Ad Valorem Taxes thereafter.

- (ii) If any portion of the Office Building is leased or subleased to a Non-Company Entity, then with respect to the period beginning on the effective date of the lease or sublease to a Non-Company Entity and ending on the earlier of the termination of said lease or sublease or December 31, 2023, the amount of the Payments with respect to the Non-Company Office Building Space shall be one hundred percent (100%) of the Applicable Ad Valorem Taxes for the proportion of the Project building that is Non-Company Office Building Space applicable to such period.

- (iii) On or before January 31 of each calendar year, starting with January 31, 2020, and ending with January 31, 2023, the Company shall provide written notice to the Board stating the number of full-time equivalent salaried or hourly employees on a Company Entity’s payroll at the Project (“Reported Jobs”) as of December 31 of the preceding calendar year (the “Report Date”), and the increase in the number of Reported Jobs (the “New Jobs”) over 411, being the number of full-time equivalent salaried or hourly employees of the Company located in Metro on December 6, 2016, the last employee headcount by the Company prior to December 13, 2016, the date of the Metro letter offering the incentive described herein. A “full-time” position means (A) a position that is filled by an employee who regularly (i.e., 26 weeks or more per 12-month period) works on average 32 or more hours per week for the Company Entity, (B) employees who meet the requirements of (A) and reside in Metro and perform some or all of their services for Company Entities from their homes or other off-site locations within Metro if such persons report to Project-based employees or if their work is coordinated, directed or supervised by Project-based employees of a Company Entity or (C) employees of a Non-Company Entity who are based at the Project, spend a substantial majority of their work time performing outsourced services for a Company Entity and are paid in excess of the most-recently published average wage for “All Occupations” in Nashville-Davidson-Murfreesboro-Franklin, TN metropolitan statistical area according to the U.S. Bureau of Labor Statistics. If the number of New Jobs in any given year is lower than the “Jobs Target” for that year in the following table (such number being eighty percent

(80%) of the number of the new jobs anticipated to be at the Project at such time), then the Company shall make an additional In Lieu of Tax Payment (the “Additional Payment”) for that year in an amount equal to the 60% of the Increment that was abated (the “Abatement Amount”) multiplied by two time (2X) the proportion by which the Jobs Target was missed.

Report Date:	Jobs Target:
December 31, 2019	45
December 31, 2020,	80
December 31, 2021, and December 31, 2022	120

(iv) Specifically, the Additional Payment shall be the amount determined by (i) subtracting (A) the quotient obtained by dividing the number of New Jobs by the Jobs Target from (B) 1, rounded to the nearest percentage point, (ii) multiplied by two (2), and (iii) multiplied by the Abatement Amount. By way of example, if the number of New Jobs for the December 31, 2020 Report Date is 60, the Additional Payment would be 50% of the Abatement Amount [$1-(60/80) = 0.25 \times 2 = .50$ or 50%], and the total payment shall be the In Lieu of Tax Payment of the Base Tax Amount, plus 40% of the Increment, plus the Additional Payment, which equals 30% of the Increment for that year, with the result that the abatement is reduced to 30% of the Increment. In no event shall the Additional Payment plus the In Lieu of Tax Payment exceed 100% of the Applicable Ad Valorem Taxes.

(b) With respect to any period during the Term of this Agreement, the calculation of the Payment in accordance with Section 3(a) shall apply only to that portion of the Project that is either (A) leased by the Board to a Company Entity, or (B) leased by the Board to an entity that is not a Company Entity and subleased to, or otherwise operated by, a Company Entity (in connection with a lease financing or similar arrangement). Subject to the provisions of Section 3(c) through (g) hereof, during any period during the Term of this Agreement that a portion of the Project is not leased as provided in Section 3(b)(A) or (B), the amount of the Payments that the Company shall be required to make hereunder with respect to such portion of the Project shall be one hundred percent (100%) of the Applicable Ad Valorem Taxes for such portion of the Project.

(c) (i) The calculation of the amount of the Payment pursuant to Sections 3(a) and (b) shall apply to any of the following real property, including all improvements thereon (collectively, the "Land") from time to time subjected to the Lease, including, without limitation,

all buildings, improvements, fixtures, construction in progress, and other properties of any nature comprising a portion of, or used in connection with, facilities located on the property described below that are treated as real property for ad valorem tax purposes, all such facilities and properties in their current scope and configuration and to all replacements, enhancements, additions, expansions, and improvements to such properties and facilities:

5846 Crossings Boulevard
Nashville, Tennessee 37013

(ii) Notwithstanding the provisions of Sections 3(a) and (b), if any property other than the property described in the preceding sentence is subjected to the Lease, the Payment with respect to such property for each year shall be 100% of the Applicable Ad Valorem Taxes for such property.

(d) (i) The Company shall receive as credits (or set-offs) against the Payments amounts equal to any amounts actually paid by the Company (and/or any other entity that from time to time holds a leasehold or other interest in the Project or any portion thereof) for any asserted ad valorem, real or personal property or similar tax or assessment on the Company's (or such other entity's) interest(s) in the Project (including any such asserted tax on any leasehold or other estate in the Project). Any credits or set-offs against Payments pursuant to this Section 3(d)(i) may be taken by the Company with respect to the Payment for the year in which the taxes underlying such credit or set-off were incurred, or such credits or set-offs may be carried forward and taken as soon thereafter as possible.

(ii) If, during any year during the term of this Agreement or upon the expiration or termination of this Agreement, the amount of credits (or set-offs) that the Company has accumulated (including credits and set-offs for that year and credits and set-offs that have been carried forward from prior years) exceeds the amount of the Payment required to be made by the Company before or after giving effect to Section 3(d)(i) hereof, the Board shall not be obligated to make any payment to the Company with respect to such excess credits or set-offs.

(e) The amount of Payments for any portion of the Project shall be prorated on a daily basis for any year in which either (i) the percentage of the Applicable Ad Valorem Taxes applicable to such portion of the Project is different for two or more portions of such year, or (ii) this Agreement is in effect (or otherwise applicable) for less than the entire year with respect to such portion of the Project. The Company will be entitled to deduct any credits or set-offs to which it is entitled under Section 3(d)(i) hereof with respect to taxes paid for the prorated year. Additionally, all ad valorem real property or similar taxes or assessments with respect to a portion of the Project will be prorated on a daily basis for any year in which this Agreement is in effect for less than the entire year with respect to such portion of the Project.

(f) Any disputes with respect to the determination of the amount of the Payments to be made hereunder for a given year shall be resolved in accordance with the procedures for resolving disputes regarding property taxes then in effect as though the Company were the holder of the legal title to the Project and the Project were subject to taxation. It is specifically understood and agreed that the Company and the Board shall have recourse to the State Board of Tax Equalization with respect to any determination of the amount of the

Payments to be made hereunder and/or the Company or the Board may file a declaratory judgment action or other action in the Chancery Court of Davidson County, Tennessee, or in other courts of competent jurisdiction in Davidson County, Tennessee, with respect to such matters or other matters arising under this Agreement. The parties acknowledge and agree that the preceding sentence is subject to the jurisdictional limitations of the State Board of Equalization and the Chancery Court and other courts sitting in Davidson County, Tennessee, and that this Agreement does not obligate such Board or any such court to accept jurisdiction over matters as to which it has no lawful jurisdiction.

(g) As used in this Agreement, the following terms shall have the following meanings:

(i) The term "Applicable Ad Valorem Taxes" shall mean the amount of ad valorem real property tax that, but for ownership of the Project by the Board, would have been due and payable to the Metropolitan Government with respect to the Project. Keystone shall be permitted to challenge the assessment of any real property that is then subject to the payment in lieu of tax arrangement authorized hereby in the same manner as if Keystone owned such property. In determining the Applicable Ad Valorem Taxes, the Company shall be entitled to any and all exemptions, credits, etc., to which it otherwise would be entitled were it the actual owner of the Project (or any applicable portion thereof).

(ii) The term "Company Entity" shall mean (A) the Company, (B) any successor to the Company, including, without limitation, any corporation, partnership, limited liability company or other entity (1) that acquires, directly or indirectly, a controlling interest in the Company (whether through merger, stock purchase, stock swap or otherwise), (2) that merges or consolidates with the Company, or (3) that acquires substantially all of the assets of the Company, (C) any corporation, partnership, limited liability company or other entity that is controlled by, or is under common control with, any of the foregoing, and/or (D) an entity that is occupying the space primarily to provide outsourced services to another Company Entity.

(iii) The term "Non-Company Entity" shall mean an entity that it is not a Company Entity.

(iv) The term "Non-Company Office Building Space" means the portion of the Office Building being leased or subleased to a Non-Company Entity. With respect to the common areas in the Office Building, the Non-Company Office Building Space will be deemed to include the percentage of such common areas equal to the number of rentable square feet of the Office Building leased or subleased to a Non-Company Entity divided by the total number of rentable square feet of the entire Office Building.

(h) All Payments hereunder with respect to any calendar year shall be due on or before the last day of February during the following year and shall be made to the Trustee of the Metropolitan Government.

4. Term. This Agreement shall become effective and its term (the "Term") shall begin as of the date of this Agreement. This Agreement and its Term shall expire at such earlier time as either (a) the Company or its assignee shall have taken legal title to all of the Project by the exercise of its purchase option under the Lease or (b) the Lease otherwise shall have expired and not been renewed or replaced.

5. Diversified Business Enterprise and Workforce Development. In satisfaction of its obligations under the Ordinance, the Company will produce and manage a diversified business enterprise program to assist small, minority owned, and women owned business enterprises ("DBEs") with respect to their participation in construction at the Project site. Such program will be designed with a DBE participation target of not less than twenty percent (20%) of the Project's hard construction costs and shall be subject to the reasonable approval of the Metropolitan Government through the Mayor's Office of Economic and Community Development ("ECD") and will provide for submission of reports to ECD in the form reasonably requested by ECD, which shall be sufficient for ECD to provide quarterly reports to the Metropolitan Council and the Minority Caucus of the status of DBE participation in the construction of the Project. The program will include a process to document all (i) good faith efforts with prospective bidders to reach out to DBE companies, (ii) joint venture or partnership participation by DBE companies, (iii) DBE participation by subcontractors, suppliers, or joint ventures proposed by each bidder, (iv) any increases or decreases from an anticipated DBE participation by successful bidders, and (v) the level of payments to DBEs of hard construction costs. Additionally, Keystone will utilize the Metropolitan Government's workforce development program with the goal of ensuring that reasonable efforts are made to hire or utilize residents of Davidson County for the construction of the Project.

6. Representations and Warranties. (a) The Company hereby represents and warrants that (i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to enter into this Agreement, (ii) this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of the Company, and (iii) this Agreement constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with the terms hereof.

(b) The Board hereby represents and warrants that (i) it is a public corporation duly organized and validly existing under the laws of the State of Tennessee and has all requisite corporate power and authority to enter into this Agreement, (ii) this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate, governmental or other action on its part, and (iii) this Agreement constitutes the valid and binding obligation of the Board, enforceable against the Board in accordance with the terms hereof

7. Further Acts; Enforceability. The parties hereto agree to take such actions, adopt such resolutions and enter into such further agreements as may be necessary, or reasonably requested by any party to this Agreement, to effect the intent of this Agreement. The parties recognize and acknowledge that it is their intention that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Tennessee, but that the unenforceability (or the modification to conform with such laws or public

policies) of any provisions hereof shall not render unenforceable or impair the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be determined to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible as aforesaid.

8. Assignment and Use. The Company, at its election, may assign its interest in this Agreement or the benefits hereunder, in whole or in part, to its successors and assigns. Additionally, the parties agree that (a) any Keystone Entity that leases, subleases or otherwise holds an interest in any portion of the Project, (b) any third party that leases any portion of the Project and subleases or otherwise makes such portion of the Project available to a Keystone Entity (in connection with a lease financing or similar arrangement), and (c) subject to the limitations set forth in Section 3(b)(ii), any Keystone Supplier that leases, subleases or otherwise holds an interest in any portion of the Project shall be a third party beneficiary of this Agreement. Notwithstanding the foregoing, the Company acknowledges that the amount of the annual Payment that the Company or its successors or assigns shall be required to make with respect to a given year is subject to the provisions of Section 3 hereof.

9. Operation of Facility. The parties acknowledge and agree that by entering into this Agreement, the Company is not agreeing to continuously operate the Office Building during the term of the Lease and that the Company may discontinue operations at the Facility at any time. Notwithstanding the foregoing, the Company acknowledges that the amount of the annual Payment that the Company or its successors or assigns shall be required to make with respect to a given year is subject to the provisions of Section 3 hereof.

10. Headings. The headings herein are for convenience of reference only and shall not be deemed to be part of the substance of this Agreement.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

12. Counterparts. This Agreement may be executed in two or more counterparts which together shall constitute a single instrument.

13. Entire Agreement; Amendment. This Agreement sets forth the entire agreement among the parties with respect to the subject matter hereof. This Agreement may be changed or supplemented only by a written agreement signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY, TENNESSEE

KEYSTONE AUTOMOTIVE INDUSTRIES,
INC.

By: _____
Name: _____
Title: _____

Name: _____
Title: _____

ATTEST:

KP Nashville, LLC
By: _____
Name: _____
Title: _____

Name: _____
Title: _____

APPROVED AS TO FORM AND
LEGALITY:

Assistant Metropolitan Attorney