

MERIDIAN CONSTRUCTION AND RESIDENT MOVE OUT BENEFITS AGREEMENT

This Meridian Construction and Resident Move Out Benefits Agreement (this “**Construction Move-Out CBA**” or “**CBA**”) is made and executed on this ___ day of _____, 2022 (“**Effective Date**”), by and between Stand Up Nashville, a coalition of community based organizations and labor unions, a Tennessee nonprofit corporation, as defined herein (“**SUN**”) and Meridian Land Owner, LLC, a Delaware limited liability company, as defined herein (“**Meridian Land**”) (SUN and Meridian Land each a “**Party**,” and collectively the “**Parties**”), for the benefit of the residents of the McFerrin Park community (“**Community**”) as related to the Construction by Owner (both as hereinafter defined) of a new multi-use development project on the Project Site (as hereinafter defined).

RECITALS

WHEREAS, SUN has identified a number of significant needs of residents in the vicinity of the Project Site and has an ongoing purpose and interest in addressing those needs; and

WHEREAS, Owner will develop multiple parcels located at 590 Joseph Avenue, Nashville, TN 37207 shown and described more accurately in Exhibit A (the “**Project Site**”), and in doing so has the ability to impact residents in the vicinity of the Project Site; and

WHEREAS, SUN and Meridian Land desire to address some of the significant needs of local residents through this Construction Move-Out CBA.

NOW THEREFORE, in consideration of the above premises and mutual covenants and agreements herein set forth, Meridian Land and SUN do hereby agree to execute this Construction Move-Out CBA as follows:

I. Definitions

“**Construction**” means the process through which the new multi-use development project is built on the Project Site and the “**Construction Phase**” shall begin with the demolition of RiverChase units and continue through the completion of post-finishing, pre-showing cleaning.

“**Construction Impact Zone**” means 400 feet or within two lots of the Project Site.

“**Construction Manager**” means the general contractor, prime contractor, construction manager, or any other entity hired to oversee, manage, coordinate, and execute all work during the Construction Phase

“**Development**” means the mixed-use development of the Project Site.

“**Owner**” means, collectively, Meridian Land Owner, LLC and any other limited liability company or other entity formed or engaged to own, develop, or operate any portion of the Development.

“**Resident**” shall mean a person who is or was a tenant at RiverChase apartments at any time between October 1, 2021 and the commencement of Construction.

“**SUN Assignee**” means an assignee chosen from a list of three (3) choices that SUN presents to the Owners. The list shall contain three (3) names which may be coalition members of SUN at the time such list is presented, and at least two (2) of which are respected providers of housing advocacy in Davidson County, Tennessee. Within ten (10) days after receiving the list from SUN, the majority of Owners shall have the right to approve such list or disapprove one (1) of the three (3) names presented. If no Owner response is received within 10 days, SUN’s list will automatically be deemed approved. SUN shall have the right to select and approve an assignee from the remaining choices on the list.

II. Owner’s Community Obligations

From the Effective Date through the Construction Phase, the applicable Owner (with respect to the portion of the Project Site of such Owner) will work to minimize the impact of such construction on the surrounding residents and businesses in the following ways and further shall implement the following provisions:

- a) Communicate at least monthly with the McFerrin Park Neighborhood Association (the “**Association**”) related to any questions or concerns of the Community associated with the Development through the Construction Phase.
- b) Provide \$2,200 in Visa gift cards, per unit, to all Residents who request such assistance either at the time such Resident returns his or her keys or within six (6) months after move-out, regardless of such Resident’s rental history at the Project Site. All Residents shall additionally receive a return of 100% of their security deposits without regard to the condition of the unit, and a resident may vacate their existing unit at any time regardless of expiration date of their lease. In no case shall the return a security deposit offset or otherwise diminish a Resident’s right to receive the full amount of assistance in this paragraph.
- c) Select or cause the Construction Manager to select contractors from the SUN List for the following scopes of work so long as these contractors’ bids are within 12% the bid of the lowest qualified bidder for each such scope:
 1. Demolition and abatement;
 2. Site preparation and grading;
 3. Reinforcing iron and rebar;
 4. Electrical system installation; and
 5. Glass installation and glazing.
- d) In the event SUN fails to timely provide Owner with names of contractors for any scope of work listed in II(c) above, then Owner shall have no obligation under Section II(c).

- e) Contract with or cause the Construction Manager to contract with contractors and subcontractors that meet the following standards, which shall be included in all bid packages:
 - 1. have no recorded fatalities among their employees or workers otherwise on their payroll since January 1, 2017;
 - 2. directly employ labor force with no use of day laborers or independent contractors;
 - 3. require OSHA-10 training for all employees on the Project Site for 30 days or more;
 - 4. employ a full-time foreman who has completed OSHA-30 training; and
 - 5. have a site-specific safety plan and provide copies of monthly reports to SUN.
- f) For any scope of work of Construction, SUN may elect to submit one or more contractors for consideration. Should those contractors submit bids, those bids shall be considered by Owner or Construction Manager.
- g) Notify the Association and residents in the Community who live within the Construction Impact Zone at least fourteen days before initiating demolition, site grading, concrete pours, lane closures, masonry, and other phases of work that may create a disruptive noise or disturbance to such residents in the Construction Impact Zone.
- h) Retain a third-party environmental firm to perform the removal of asbestos according to the approved asbestos removal plan and provide to SUN copies of filings and other reports in connection with such work, and such reports will be promptly available to the Association and residents in the Construction Impact Zone.

III. Bidding, Reporting, Notice of Claims of Violations, Monitoring, Timelines, and Enforcement

The Parties intend for the rights and obligations created by this Construction Move-Out CBA to be both continuing in nature and cooperative, such that both the applicable Owner (with respect to the portion of the Project Site of such Owner) and SUN actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Construction Move-Out CBA.

- (a) Reporting
 - i. Owner shall notify or shall require the Construction Manager to notify SUN no later than 30 days before advertising a bid for any scope of work.
 - ii. After bids are received for any scope of work, but no later than 10 days before awarding the work to any bidder, Owner shall notify or shall require the Construction Manager to notify SUN and such notification shall include:
 - a) bid-leveling information;
 - b) the names of contractors who completed bids;
 - c) the total pricing of each bid; and
 - d) which bidders are registered MBE.

Upon receiving such notification, any bidder on the SUN List shall have 5 business days to submit a new or revised bid in order to meet the standard set forth in Section II(c).

(b) Third-Party Monitoring

- i. SUN shall solicit and accept bids, at commercially reasonable rates, from third-party persons or entities for the purpose of monitoring compliance with the Owner’s obligations in Sections II and III(a) of this Construction Move-Out CBA.
- ii. No later than 30 days after the Effective Date, SUN shall present a minimum of three options from these bids in (i) above, from which the Owner shall select one bidder to bear responsibility for monitoring compliance throughout the Construction Phase (the “**Monitor**”).
- iii. If SUN does not provide bids within the 30-day timeframe set forth in (ii) above, Owner shall select a third-party to monitor compliance with the Owner’s obligations related to Construction under this Construction Move-Out CBA.
- iv. If the selected third-party ceases to provide services, the same process as set forth above will be used to select a new monitor.
- v. The selected Monitor shall have the authority to hear and make a determination regarding any disputes between the parties regarding Owner’s compliance with its obligations related to Construction under this Construction Move-Out CBA. In the event the monitor finds a violation, the Owner shall have five (5) days to cure such violation. Owner’s failure to cure a violation found by the monitor within 5 days will be considered a material breach of this CBA.
- vi. Owner shall bear the costs of third-party monitoring during the Construction Phase.

(c) No later than 2 days after the Effective Date, Owner shall provide SUN a complete list of all Residents, including names, current addresses, phone numbers, and email addresses, to the extent available.

(d) The Nashville Conflict Resolution Center (“NCRC”) shall have exclusive initial jurisdiction to mediate disputes between Residents and Owner regarding Owner’s obligations and the performance of those obligations contained in Section II(b) of this CBA.

(e) During the term of this Construction Move-Out CBA and at completion of the Construction Phase, the applicable Owner will cause the Monitor to create and to present to SUN quarterly report produced on a calendar year basis quarterly (i.e., March 31st, June 30th, September 30th, and December 31st) and delivered within sixty (60) days after the end of the quarter in question (the “**Quarterly Report**”) detailing:

- (1) the activities undertaken during the previous quarter pursuant to the terms of this Construction Move-Out CBA;
- (2) the applicable Owner (with respect to the portion of the Project Site of such Owner)’s on-going compliance with the terms of this Construction Move-Out CBA; and

- (3) Notice of any compliance issues and recommendations, as necessary, to ensure compliance with the intent of this Construction Move-Out CBA

If no timeframe is specified herein, Owner will execute and perform each provision outlined in Section II within a reasonable period of time from the date of this signed Construction Move-Out CBA; provided, however, that Owner will not have any obligation to perform under this Construction Move-Out CBA if the Development is not constructed.

IV. SUN Support Obligations

In light of Owner commitments set forth in this Construction Move-Out CBA, SUN will continually and strongly support the concept plan for the Development. Therefore, SUN will execute the following support efforts on behalf of Owner:

- (1) At Owner's request, send a letter in support of the Development, prior to the consideration of all approvals necessary for the Development.
- (2) If requested by Owner during the Term of this Construction Move-Out CBA, SUN will work with Owner to secure other Development approvals from any other governmental entity specified by Owner with respect to the Project Site and Development.
- (3) SUN agrees that it will consult and coordinate with Meridian Land before making public comments regarding project approvals.
- (4) For the scopes of work listed in II(c) above, SUN will create a list of contractors who commit to hire graduates of the Nashville MC3 program for work on the Project (the "**SUN List**").
- (5) SUN will use best efforts using the information provided by Owner, as discussed in Section III(c), to recruit Residents and Residents' household members into the Nashville MC3 pre-apprenticeship program.

V. Expenses/Termination

Except where this Construction Move-Out CBA calls for one party to bear a specific cost or expense, the Parties agree that (i) Owner will perform or cause to have performed the items set forth in Section II above at its expense and agrees to hold SUN and its officers, members, employees, and agents harmless from any expenses incurred by Owner with respect to the above Section II provisions, and (ii) SUN will perform or cause to have performed the items set forth in Section IV above at its expense and agrees to hold the Owner and its officers, members, employees, and agents harmless from any expenses incurred by SUN with respect to the above Section IV provisions.

This Construction Move-Out CBA will remain in full force and effect for the Term, except

that it can be terminated immediately in writing under the following circumstances:

SUN and Owner may mutually agree in writing to modify or revoke any and/or all provisions of this Construction Move-Out CBA or to terminate it.

VI. Miscellaneous

- a) This Construction Move-Out CBA shall be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, agents, successors, and permitted assignees. Owner, in Owner's sole discretion, shall have the right to assign Owner's rights and obligations pursuant to this CBA to any owner of a portion of the Project Site, and such assignment shall be a "permitted assignment". SUN shall have the right to assign SUN's rights and obligations pursuant to this Construction Move-Out CBA to a SUN Assignee, and such assignment shall be a "permitted assignment." Promptly upon any permitted assignment, the assigning Party shall provide the other Party with notice of such permitted assignment, and the permitted assignee shall assume the obligations of this Construction Move-Out CBA. Any assignment that is not a permitted assignment shall be null and void.
- b) The Parties agree that full and adequate consideration has been given by each Party hereto, and each Party acknowledges the sufficiency and adequacy of said consideration. Each party further recognize the standing of the other to enforce this CBA and that no provision of this CBA shall be interpreted to waive any rights or remedies available to the other party under this CBA or Tennessee law.
- c) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this CBA contains the entire agreement between the Parties, supersedes any prior agreements, and that the terms of this CBA fully satisfy that certain Memorandum of Understanding between SUN/Stand Up Nashville and CREA, dated February 23, 2022.
- d) Where this this CBA requires an entity to impose responsibilities on another party, such entity shall ensure that any relevant contracts: (i) impose such responsibilities on the other party; (ii) require such party to impose such responsibilities on subcontractors or other parties involved in the Project through the contract in question; and (iii) state with regard to such responsibilities imposed on any such parties that SUN and its coalition members are intended third party beneficiaries with enforcement rights.
- e) If any term, provision, or clause within this CBA will be determined by a court of competent jurisdiction to be invalid, void, or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of this CBA shall continue to be in full force and effect, provided, however, that this CBA continues to reasonably and substantially reflect the intent of the parties expressed herein taking into account the exclusion of the unenforceable provision.

- f) This CBA will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions. Any legal action related to this CBA will be commenced and maintained in Davidson County, TN.
- g) The Parties agree, from any time and from time to time within five (5) business days of a Party's request, to execute, acknowledge and deliver to the requesting Party a statement in writing certifying: (a) that this CBA is unmodified and in full force and effect (or if there have been modifications, that this Meridian CBA is in full force and effect as modified and stating the modifications); (b) whether or not, to the knowledge of such Party, the other Party is in default in the performance of any covenant, agreement or condition contained in this CBA, and, if so, specifying each such default, and (c) such other information reasonably requested by the requesting Party.
- h) The Parties' obligations and performance pursuant to this CBA are subject to Force Majeure, and no Party shall be in default under this CBA if such performance is not completed or obligation is not met due to Force Majeure. "Force Majeure", for the purpose of this CBA, means events beyond the Parties' control, including without limitation, impossibility of performance, acts of God, fire or other casualty loss, strikes, boycotts, non-availability of materials or labor for which no substitute of equal quality and price is available, and acts of governmental agencies asserting jurisdiction over the Property.
- i) This Construction Move-Out CBA may be executed in any number of counterparts and may be transmitted by facsimile or electronic mail (including PDF or electronic signatures), and when taken together will constitute one fully executed original. All parties agree that their electronic signatures which are copies of the transmitted documents shall be binding as if they were original signatures.
- j) SUN will keep confidential all Resident information it obtains from Owner pursuant to the terms of this CBA. To the contrary, SUN will indemnify and hold harmless Owner for any liability of Owner resulting from SUN's violation of this confidentiality provision.

(Signatures appear on the following page)

AGREED AND ACCEPTED this ____ day of _____, 2022, by:

MERIDIAN LAND:

Meridian Land Owner, LLC,
a Delaware limited liability company

By: _____
Brent D. Heath, Authorized Signatory

SUN:

Stand Up Nashville,
a _____

By: _____
Michael Callahan-Kapoor, Deputy Director

EXHIBIT A
PROJECT SITE DESCRIPTION¹



¹ Note: Upon subdivision of or submittal of the property to a condominium regime, this description automatically will be updated to include the legal description by an amendment to this Meridian CBA executed and recorded unilaterally by Meridian Land.