SA-IV-333
(Contract No.)

QUITCLAIM DEED

THIS INDENTURE, made this 1 day of November, 1965, between the United States of America, Grantor, acting by and through the Secretary of Health, Education, and Welfare, by the Regional Director for Region IV of the Department of Health, Education, and Welfare, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949, as amended, (63 Stat. 377) (hereinafter called the Act), Reorganization Plan No. 1 of 1953 and Public Law 13 - 83rd Congress, and the Civil Rights Act of 1964, and the regulations promulgated thereunder, and The State of Tennessee for use and benefit of the State Board for Vocational Education, Grantee,

WITNESSETH

WHEREAS, by letter dated October 15, 1965, from the Chief, Real Property Division, Region IV of General Services Administration, certain surplus property consisting of 84.63 acres of land and improvements thereon, a portion of the former Nashville Veterans Administration Hospital Reservation, Nashville, Tennessee (V-Tenn-536-A) (hereinafter called the Property), was assigned to the Department of Health, Education, and Welfare for disposal upon the recommendation of the Department of Health, Education, and Welfare that the property is needed for educational purposes in accordance with the provisions of the Act; and

WHEREAS, said Grantee has made a firm offer to purchase the said property under the provisions of the Act and has made application for ONE HUNDRED (100%) Per Cent Public Benefit Allowance; and proposes to use said property for Educational purposes; and

WHEREAS, the General Services Administration has notified the Department of Health, Education, and Welfare that no objection will be interposed to the transfer of the said property to the Grantee; and

WHEREAS, the Grantor has accepted the offer of the Grantee,

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NOW, THEREFORE, the Grantor, for and in consideration of the foregoing and of the observance and performance by the Grantee of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, receipt of which is hereby acknowledged, has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim to the said Grantee, its successors and assignes forever, all right, title, interest, claim and demand which the said Grantor has in and to the following described property reserving and excepting such rights to the Grantor as may be contained in the conditions subsequent hereinafter expressed, situate, lying and being in the Eighth Civil District, County of Davidson, State of Tennessee, to wit:

Beginning at a point in the center of White Bridge Road at the Southwest corner of the St. Mary's Orphanage property from which point a concrete monument bears N 11° 35' E 25 feet; thence along the center of White Bridge Road N 58° 57' W 1112.74 feet, N 50° 36' W 68.85 feet, N 36° 14' W 104.23 feet,N20° 55' W 128.74 feet, N 10° 16' W 988.97 feet, N 10° 55' W 261.94 feet, N 05° 31' W 101.73 feet, N 04° 52' E 154.32 feet, N 12° 04' E 588.49 feet to a point in the center of said road, which bears N 51° 24' W 26.87 feet from a concrete monument; thence along a severance line across the property of Whitland Realty Company, S 81° 39' E 118.69 feet, S 83° 32' E 199.50 feet, S 89° 10' E 149.30 feet, N 82° 44' E 98.85 feet, N 72° 12' E 174.37 feet, N 57° 41' E 348.36 feet, N 56° 51' E 755.02 feet, N 67° 04'E 71.46 feet, N 79° 42' E 78.14 feet, N 87° 29' E 225.09 feet, N 86° 46' E 199.71 feet, N 85° 01' E 112.77 feet,N 59° 54' E 154.78 feet to a point in the center of Richland Creek from which a concrete monument bears S 59° 25' W 49.85 feet; thence along the center of Richland Creek, S 02° 36' W 140.04 feet, S 05° 07'W 352.96 feet, S 10° 24' W 199.20 feet, S 13° 36' W 235.18 feet, S 22° 14' E 160.10 feet, S 02° 32' E 182.56 feet, S 19° 31' W 207.93 feet, S 10° 55' E 397.98 feet, S 07° 00' W 210.54 feet, S 07° 54' W 193.57 feet, S 19° 50' W 157.52 feet, S 23° 12' W 120.99 feet, S 35° 31' E 120.57 feet to a point in the center of Richland Creek, which bears N 86° 14' E 42.0 feet from a concrete monument; thence along a property line common to the herein described parcel and the property of St. Mary's Orphanage, S 86° 14' W 908.53 feet to a concrete monument; thence continuing along the property line common to St. Mary's Orphanage and the herein described parcel, S 11° 35' W 1026.32 feet to the beginning, containing 141.4 acres, more or less.

LESS AND EXCEPT:

A certain tract or parcel of land lying and being within the boundary of the reservation of Nashville Veterans Administration Hospital, Davidson County, Tennessee, more particularly described as follows: Beginning at a concrete monument stamped VA-3, which is 1,554.77 feet north 79° 41' 18" East of Station 2621 of the Tennessee State Geodetic Survey, the coordinates of said Station being North 635,685.68 and East 1,746,536.58, Lambert Conformal Projection, State of Tennessee; thence North 00° 58' 41" East 215.96 feet to a point which is on the present North right-of-way line, extended, of North Avenue; thence North 89° 19' 51" West along said present North right-of-way line, 50 feet; thence North 00° 58' 41" East 234.26 feet, more or less, to a point which is

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50 feet North 89° 01' 29" West of a concrete monument stamped VA-6; thence South 89° 01' 29" East 534.97 feet to a concrete monument stamped VA-5; thence south 00° 58' 31" West 449.96 feet to a concrete monument stamped VA-4; thence North 89° 01' 28" West 484.99 feet to the POINT OF BEGINNING, containing 5.28 acres, more or less, together with the right of ingress and egress over a right-of-way 40 feet wide lying and being within the boundary of the reservation of Nashville Veterans Administration Hospital, Davidson County, Tennessee, and 20 feet on each side of a center line described as follows: Commencing at a concrete monument stamped VA-3 which is 1,554.77 feet North 79° 41' 18" East of Station 2621 of the Tennessee State Geodetic Survey, the coordinates of said Station being North 635,685.68 and East 1,746,536.58 Lambert Conformal Projection, State of Tennessee; thence North 00° 58' 41" East 195.96 feet to the POINT OF BEGINNING, said point being on the West Boundary of the site of a proposed U. S. Army Reserve Training Center; thence North 89° 19' 51" West, which is along the center line, and extension thereof, of North Avenue 1455 feet, more or less, to the East right-of-way line of White Bridge Road.

Subject to a water line easement to the City of Nashville, said line entering the tract of ground at the Northeast corner running thence Southwesterly and then continuing in a southerly direction to White Bridge Road; leaving the property at the Southeast corner of said tract; being more particularly described on the Veterans Administration Plat of the Water Distribution dated September 23, 1945.

LESS AND EXCEPT;

A certain tract or parcel of land lying and being within the boundary of the reservation of Nashville Veterans Administration Hospital, Davidson County, Tennessee, more particularly described as follows:

Commencing at a concrete monument stamped VA-3, which is 1,554.77 feet North 79° 41' 18" East of Station 2,621 of the Tennessee State Geodetic Survey, the coordinates of said Station being North 635,685.68 feet and East 1,746,536.58 feet, Lambert Conformal Projection, State of Tennessee;

Thence South 89° 01' 28" East 484.99 feet to a concrete monument stamped VA-4, the POINT OF BEGINNING.

Thence North 00° 58' 31" East 449.96 feet to a concrete monument stamped VA-5;

Thence North 89° 01' 29" West 534.97 feet to a point which is 50 feet North 89° 01' 29" West of a concrete monument stamped VA-6;

Thence North 00° 58' 41" East 132.0 feet;

Thence South 89° 01' 29" East 1,140 feet, more or less, to a point which is in the center of Richland Creek, and on the boundary of aforesaid reservation;

Thence Southerly upstream along the meanders of the center line of said creek, which is along the boundary of said reservation 740 feet, more or less, to a point that is South 89° 01' 28" East of the point of beginning;

Thence North 89° 01' 28" West 560 feet, more or less, to the POINT OF BEGINNING.

Containing 9.20 acres, more or less.

LESS AND EXCEPT;

A parcel of land located in the Eighth Civil District of Davidson County, State of Tennessee, on the west side of Richland Creek between the L. & N. Railroad and Whitebridge Road, as shown on a map prepared by the Tennessee Valley Authority and entitled "Nashville Power Service Center Property Map", the said parcel being more particularly described as follows:

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Beginning at a point in the center of White Bridge Road at the southwest corner of the St. Mary's Orphanage property from which point a concrete monument marked USED #1 bears N. 11° 35' E., 25 feet; thence along the center of White Bridge Road N. 58° 57' W., 850.00 feet to a point; thence along a severance line N. 17° 27' E., 1432.96 feet and due east, 1492.28 feet to a point in the center of Richland Creek; thence along the center of Richland Creek S 7° 00' W., 192.52 feet, S 7° 54' W., 193.57 feet, S., 19° 50' W., 157.52 feet, S. 23° 12' W., 120.99 feet, S. 35° 31' E., 120.57 feet to a point in the center of Richland Creek which bears N. 86° 14' E., 42.00 feet from a concrete monument on the left bank of the creek marked USED #4; thence along a property line common to the herein described parcel and the property of St. Mary's Orphanage S 86° 14' W., 908.53 feet to a concrete monument marked USED #5; thence continuing along the property line common to St. Mary's Orphanage and the herein described parcel S. 11° 35' W., 1026.32 feet to the beginning, and containing 42.29 acres, more or less.

The premises herein described are conveyed subject to all existing licenses, easements and rights-of-ways for sidewalks, streets, highways, railroads, pipelines and public utilities.

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TO HAVE AND TO HOLD the foregoing described property provided, however, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the Grantee, its successors or assigns, and each of them, as follows:

1. That for a period of twenty (20) years from the date of this deed the above described property herein conveyed, shall be utilized continuously for educational purposes in accordance with the proposed program and plan as set forth in the application of the Grantee dated 9th day of July, 1965, as amended by supplement dated September 1, 1965, and for no other purpose.
2. That during the aforesaid period of twenty (20) years, the Grantee will resell, lease, mortgage, or encumber, or otherwise dispose of the above described property or any part thereof or interest therein only as the Department of Health, Education, and Welfare or its successor in function in accordance with its existing regulations, may authorize in writing.
3. That one year from the date of this deed and annually thereafter for the aforesaid period of twenty (20) years unless the Department of Health, Education, and Welfare or its successor in function otherwise directs, the Grantee will file with the Department of Health, Education, and Welfare or its successor in function reports on the operation and maintenance of the above described property and will furnish, as requested, such other pertinent data evidencing continuous use of the property for the purpose specified in the above identified application.
4. That for the period during which the above described property is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance

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with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance. In the event of a breach of any of the conditions set forth above whether caused by the legal or other inability of said Grantee, its successors or assigns, to perform any of the obligations herein set forth, all right, title and interest in and to the above described property shall, at its option revert to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right of entry thereon, and the Grantee, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED HOWEVER, that the failure of the Department of Health, Education, and Welfare, or its successor in function, to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER, that in the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for any such breach of conditions subsequent numbered 1, 2, and 3 herein within twenty-one (21) years from the date of this conveyance, the conditions numbered 1, 2, and 3 herein, together with all rights of the UNITED STATES OF AMERICA to re-enter as in this paragraph with respect to conditions numbered 1, 2, and 3 herein, shall, as of that date, terminate and be extinguished; PROVIDED FURTHER, that the expirations of conditions 1, 2, and 3 and the rights to re-enter shall not effect the obligation of the Grantee, its successors and assigns with respect to condition numbered 4 herein or the right reserved to the UNITED STATES OF AMERICA to re-enter for breach of said condition.

The Grantee, by acceptance of this deed covenants and agrees for itself, its successors and assigns, and every successor in interest to the property herein conveyed or any part thereof--which covenant shall attach to and run with the land for so long as the property herein conveyed is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provisions of similar services or benefits and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the Grantor and its successors against the Grantee, its successors and assigns, and every successor in interest to the property, or any part thereof--that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

The Grantee by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that in the event the property conveyed hereby is sold, leased, mortgaged, encumbered, or otherwise disposed of, or is used for purposes other than those set forth in the above identified program and plan without the consent of the Department of Health, Education, and Welfare, all revenues or the reasonable value, as determined by the Department of Health, Education, and Welfare, or benefits to the Grantee deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use (or the reasonable value as determined by the Department of Health, Education, and Welfare of any other unauthorized use) shall be considered to have been received and held in trust by the Grantee for the Grantor and shall be subject to the direction and control of the Department of Health, Education, and Welfare.

The Grantee by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that if the Grantee, its successors and assigns, shall cause any of the said improvements to be insured against loss, damage or destruction and any such loss, damage or destruction shall occur during the period Grantee holds title to said property subject to said conditions 1, 2, and 3, said insurance and all monies payable to the Grantee, its successors or assigns, thereunder shall be held in trust by the Grantee, its successors or assigns, thereunder shall be held in trust by the Grantee, its successors or assigns, and shall be promptly used by the Grantee for the purpose of repairing such improvements and restoring the same to their former condition, or, if not so used, shall be paid over the Treasurer of the United States in an amount not exceeding the unamortized public benefit allowance of the buildings, structures, or improvements lost, damaged or destroyed.

The Grantee further covenants and agrees, for itself, its successors and assigns, that during the aforesaid period of twenty (20) years all revenues or the reasonable value, as determined by the Department of Health, Education and Welfare, of benefits to the Grantee deriving directly or indirectly from any and all mineral leases or royalties, or from the extraction of petroleum, gas, hydrocarbons, minerals, or other ores or substances from the property hereby conveyed shall be held in trust by the Grantee for the United States and shall be subject to the direction and control of the Department of Health, Education, and Welfare; and the Grantee further covenants and agrees, for itself, its successors and assigns that the Grantor may, at its option, at the time during the aforesaid period of twenty (20) years, re-enter and effect reverter of all right, title and interest in and to the subsurface rights and interests in the property hereby conveyed; and the Grantee further covenants and agrees for itself, its successors and assigns, that upon the exercise of the abovementioned option by the Grantor, the Grantee, its successors and assigns, will execute and deliver to the Grantor, any and all instruments determined by the Grantor to be necessary, in accordance with the law of the place where such subsurface rights are situated, to effect such retransfer of title and to retransfer to the Grantor, its successors and assigns, lessees, agents or any other person acting pursuant to its permission and authority, the exclusive right at any time to enter upon said property to search for, extract, work, remove and in any manner transport to market or otherwise dispose of petroleum, minerals, gas, hydrocarbons, minerals or other ores or substances, including the right to operate any instrumentalities necessary or convenient for locating, extracting or removing any of the aforesaid substances, together with the right to use water from said lands in operating the same, the right of ingress, egress and regress over said land for said purposes and the right to all other things necessary or convenient in connection with any of the foregoing purposes, not inconsistent with the educational or public health use for which the said property is conveyed.

The Grantee by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the 20-year period of restricted use by the Grantee, such use may be either exclusive or non-exclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use non-exclusively or over which it may have non-exclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the Grantee without Government aid, and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear, and acts of God and the common enemy excepted. Subsequent to the expiration or termination of the 20-year period of restricted use, the obligations of the Government shall be as set forth in the preceding sentence and, in addition, the Government shall be obligated to pay a fair rental for all or any portion of the conveyed premises which it uses.

In the event title to the above described premises is reverted to the UNITED STATES OF AMERICA for non-compliance or voluntarily reconveyed in lieu of reverter, the Grantee, at the option of the Department of Health, Education, and Welfare or its successor in function, shall be responsible and shall be required to reimburse the UNITED STATES OF AMERICA for the decreased value of the above described property not due to reasonable wear and tear, acts of God, and alterations and conversions made by the Grantee to adapt the property to the use for which the property was acquired. The UNITED STATES OF AMERICA shall, in addition thereto, be reimbursed for such damages including such costs as may be incurred in recovering title to or possession of the

above described property, as it may sustain as a result of the non-compliance.

The Grantee may secure abrogation of the conditions subsequent numbered 1, 2, and 3 herein by:

a. Obtaining the consent of the Department of Health, Education, and Welfare, or its successor in function; and

b. Payment to the UNITED STATES OF AMERICA of the public benefit allowance granted to the Grantee of ONE HUNDRED (100%) per cent from the current market value of FOUR HUNDRED EIGHTY NINE THOUSAND AND FIVE HUNDRED DOLLARS ($489,500) less a credit at the rate of five (5) per cent for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above identified application.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 1 day of November, 1965.

UNITED STATES OF AMERICA
acting by and through the
Secretary of Health, Education,
and Welfare

By: William J. Page, Jr.
Regional Director, Region IV

WITNESSES:
Vella Cook
Zennye Elledge

SCHEDULE A

Buildings, Structures, Utilities and Miscellaneous Improvements

Identification Number	Description	Fair Market Value	Size
The following 93 buildings are to be demolished because they are of no value and not needed by the Applicant:			
Buildings 101 thru 121 (includes Bldg. 101 and 121) Buildings 200 thru 224 (includes Bldg. 200 and 224) *Buildings 300 thru 313*(includes Bldg. 300 and 313) Building 315, 317, 319, 321, 401, 403, 405, 407 409, 411, 413, 415, 417, 419, 421, 423, 501, 503, 505, 507, 509, 511A, 511, 513, 515, 601, 603, 605, 607, 609, 613, 705, 800, 196 Buildings 100, 615, 701, 707, 709, 711 are requested for temporary use and may be removed with written notice to the Department. *The boundary line between the property conveyed to the Tennessee Valley Authority and the Tennessee Board for Vocational Education divides the following buildings: 308, 310, 312, 314, 316, 318. The largest portion of buildings 308, 310, 312 lies on the land being conveyed to the State Board for Vocational Education and it is being requested that the Board remove these three buildings, although a portion of the buildings lies on the land transferred to the TVA. The TVA will remove the other three buildings, portions of which lie on the land being coveyed to the Board for Vocational Education.		All buildings are considered to have a negative fair market value as indicated by the appraisal.	

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ACKNOWLEDGEMENT

STATE OF GEORGIA)
) SS:
COUNTY OF)

On this 1 day of November, 1965, personally appeared before me a Notary Public, William Page, Jr., Regional Director for Region IV of the Department of Health, Education, and Welfare, to me known as the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the foregoing instrument as the act and deed of the United States of America, acting by and through the Secretary of Health, Education, and Welfare and that he was duly authorized to execute said instrument for the purpose therein expressed.

In witness whereof, I have set my hand and seal at Atlanta, Georgia, this 1 day of November, 1965.

Notary Public, Georgia, State at Large
My Commission Expires Feb. 16, 1967

ACCEPTANCE

By the acceptance of this quitclaim deed, the Grantee for itself, its successors and assigns, and each of them, accepts and agrees to all of the terms, conditions, restrictions and reservations contained in the foregoing instrument.

By:

J. H. Warf, Chairman
State Board for Vocational Education

ATTEST:

WITNESSES:

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06556

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Nov 15 3 17 PM '65

NOTED FOR 113 PAGE
RECORDING FEE $ 8.50
DEP. REG. 2

m. & p.
pee
Env.

NO STATE TAX DUE
NOV 15 1965
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY TENN.