Prepared by:
Nashville Housing
Authority

BOOK 4641 PAGE 329

Map 93-7
Par. 67-68
86-87 pd

DEED OF DEDICATION

This Deed, made and entered into this 12th day of September, 1972, between The Nashville Housing Authority, a public body and a body corporate and politic, created under the Housing Authorities Law of Tennessee, (hereinafter called "Grantor"), and the Metropolitan Government of Nashville and Davidson County, Tennessee, for the use and benefit of the Board of Park Commissioners of said Metropolitan Government of Nashville and Davidson County, Tennessee, (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, the Grantor is presently engaged in the execution of the East Nashville Urban Renewal Project, and in connection therewith has acquired certain real property which is to be conveyed to the Grantee, the property to be conveyed in this instrument consisting of one tract known as The Nashville Housing Authority Subdivision Number Three; and

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WHEREAS, the parties hereto have entered into certain Cooperation Agreement or Agreements providing for the cooperation of the parties in the East Nashville Urban Renewal Project for the conveyance of property from one to the other as required by said project; and

WHEREAS, the hereinafter described property has been designated for park purposes in said Urban Renewal Plan;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and in consideration of the Cooperation Agreements entered into between the Grantor and the Grantee and the performance of said Agreements, and in consideration of the mutual benefits to the parties and other good and valuable considerations, The Nashville Housing Authority does hereby sell, transfer and convey to the Metropolitan Government of Nashville and Davidson County, Tennessee for the use and benefit of the Board of Park Commissioners, its successors and assigns, the following property situated in Nashville, Davidson County, Tennessee, and more particularly described as follows:

Land Disposition Parcels Nos. 533-534-IA

Land in Davidson County, Tennessee, being Lot No. 1 on a plat thereof called "The Nashville Housing Authority Subdivision Number Three," as of record in Book 4300, page 146, Register's Office for Davidson County, Tennessee, being more particularly described as follows:

Tract No. 1

Beginning at a concrete monument at the Southwest intersection of the Victory Memorial Bridge Approach and South First Street; thence along the South margin of the Victory Memorial Bridge Approach in a westerly direction South 64° 57' West 110.00 feet to an iron pin; thence South 75° 31' West 90.00 feet to an iron pin; thence South 25° 03' East 16.50 feet to an iron pin; thence South 64° 57' West 42.51 feet to an iron pin; thence North 25° 03' West 2.35 feet to an iron pin; thence South 66° 07' West 94.77 feet to an iron pin; thence South 64° 17' West 60.03 feet to an iron pin; thence South 25° 03' East 3.59 feet to an iron pin; thence South 64° 57' West 152.75 feet to an iron pin; thence South 62° 02' East 248.3 feet to an iron pin, being the East margin of a railroad right-of-way; thence leaving the South margin of the Victory Memorial Bridge Right-Of-Way; thence in a southerly direction along the East margin of said right-of-way South 24° 34' East 70.7 feet to an iron pin; thence along a slight curve to the right 94.93 feet to an iron pin; thence South 13° 39' East 31.4 feet to an iron pin; thence along a slight curve to the right a distance of 142.63 feet to an iron pin in the northern margin of the Woodland Street Bridge; thence along said northern margin in an easterly direction North 63° 03' East 38.2 feet to an iron pin; thence North 62° 18' East 267.95 feet to an iron pin; thence North 48° 33' East 39.08 feet to an iron pin; thence North 62° 19' East 473.12 feet to an iron pin the beginning of a curve; thence around said curve having a radius of 40.50 feet in a northwesterly direction to the left a distance of 59.78 feet to an iron pin; thence North 67° 45' East 9.50 feet to an iron pin in the westerly margin of South First Street; thence in a northerly direction along the West margin of South First Street North 22° 15' West 251.06 feet to the point of beginning.

Tract No. 2

Beginning at an iron pin, said pin being located in the southerly margin of the Victory Memorial Bridge and in the West margin of a railroad right-of-way; thence West along the South margin of the Victory Memorial Bridge South 62° 02' West 107.4 feet to a point in the Cumberland River; thence in a southerly direction South 19° 59' East 319.38 feet to a point in the North margin of the Woodland Street Bridge Right-of-Way; thence along the Woodland Street Bridge Right-of-Way North 63° 03' East 92.3 feet to an iron pin also being the westerly margin of said railroad right-of-way; thence North 13° 39' West 171.4 feet to an iron pin; thence along a slight curve to the left 85.4 feet to a point; thence North 24° 34' West 67.7 feet to the point of beginning.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever.

And Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and does warrant that it will defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming through, by, or under said Grantor.

It is understood and agreed that one of the considerations moving to the Grantor in this transaction is the agreement on the part of the Grantee to redevelop to the satisfaction of Grantor the within-described property in accordance with the terms of a certain Contract of Sale of Land entered into on June 6, 1972, by Grantor and Grantee, compliance with which by Grantee shall be evidenced by a certificate of the Grantor to that effect issued to the Grantee in a form eligible for registration.

It is further understood and agreed that said property is conveyed solely as a site for public park, and subject to the condition that said park will be constructed and completed as provided in the Contract of Sale, which is made a part hereof by reference. It is further understood and agreed that should said property cease to be used for park purposes, title to any part of said property not so used shall revert to and become revested in the Grantor; or should any part of said property be used, devoted to or be acquired by any other branch or agency of government, the title to such area shall revert to and become revested in the Grantor, and any compensation for said area shall be awarded to and paid to the Grantor.

The within-described property is hereby conveyed subject to the restrictions which are hereby declared to be covenants running with the land and which shall be binding upon the Grantor and the Grantee and all subsequent purchasers, owners, lessees and successors in interest, set forth in the "Restrictive Covenants Running with the Land of The Nashville Housing Authority in the East Nashville Urban Renewal Project," of record in Book 3368, page 23, Register's Office of Davidson County, Tennessee, which are specifically made a part hereof by reference.

Said property is conveyed subject to the following provision which shall be

a covenant running with the land and binding upon the Grantee and every successor in interest:

> The Grantee will comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, sex, or national origin in the sale, lease, or occupancy of the property.

Said property is conveyed subject to such easements as may be applicable to said site.

IN WITNESS WHEREOF, The Nashville Housing Authority has caused this instrument to be executed by the Vice Chairman of its Board of Commissioners signing the name of the corporation and by its Secretary attesting the same and affixing its corporate seal thereto, pursuant to a resolution of its Board of Commissioners authorizing them so to do, this 12th day of September, 1972.

THE NASHVILLE HOUSING AUTHORITY

By Murray Acker
Vice Chairman

(SEAL)

ATTEST: Jack D. Herrington
Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

IDENTIF. REFERENCE B 7 7 6 8 5

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FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

Before me, B. W. Howard, a Notary Public within and for the State and County aforesaid, personally appeared Murray Acker and Jack D. Herrington with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the Vice Chairman and Secretary respectively of The Nashville Housing Authority, the within named bargainor, a corporation, and that they as such Vice Chairman and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Murray Acker as such Vice Chairman, and attesting the name by the said Jack D. Herrington as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee, on this the 12th day of September, 1972.

B. W. Howard
Notary Public

My commission expires:
April 28, 1975