prepared by:
Nashville Housing authority

BOOK 1641 PAGE 333

Map 92-2
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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 Four; 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 Parcel No. 535-536-IA

Land in Davidson County, Tennessee, being Lot No. 1 on a plat thereof called "The Nashville Housing Authority Subdivision Number Four," as of record in Book 4300, page 147, Register's Office for Davidson County, Tennessee, being more particularly described as follows:

Tract No. 1

Beginning at an iron pin in the southerly margin of the Woodland Street Bridge Approach, said iron pin also being in the East Margin of a railroad right-of-way; thence along the East margin of the said right-of-way along a slight curve to the left 171.1 feet to an iron pin; thence South 44° 34' East 8.0 feet to an iron pin in the northerly margin of Alley No. 259; thence along the northerly margin of said alley in an easterly direction North 65° 19' East 805.6 feet to an iron pin the beginning of a curve; thence around said curve having a radius of 20.00 feet in a northerly direction a distance of 31.24 feet to an iron pin in the West margin of South First Street as widened; thence North 24° 10' West, along said South First Street, a distance of 103.57 feet to an iron pin; thence South 65° 50' West 7.20 feet to an iron pin the beginning of a curve; thence around said curve having a radius of 40.40 feet in a westerly direction a distance of 63.62 feet to an iron pin in the South margin of the Woodland Street Bridge Approach, as widened; thence along said right-of-way South 65° 36' West 446.33 feet to an iron pin; thence South 72° 27' West 76.29 feet to an iron pin; thence South 65° 32' West 255.05 feet to an iron pin; thence South 63° 03' West 21.9 feet to the point of beginning.

Tract No. 2

Beginning at an iron pin, said pin being located in the southerly margin of the Woodland Street Bridge and in the West margin of a railroad right-of-way; thence West along the Southerly margin of the Woodland Street Bridge South 63° 03' West 114.7 feet to a point in the Cumberland River; thence in a southerly direction South 18° 05' East 171.55 feet to a point in the Cumberland River; thence in an easterly direction North 65° 19' East 152.9 feet to an iron pin being in the northerly margin of Alley 259 also in the westerly margin of said railroad right-of-way; thence in a northerly direction along a slight curve to the left having a radius of 371.8 feet a distance of 177.6 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)

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 acknowledge 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

IDENTIF. REFERENCE
SEP 27 2 41 PM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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