This Instrument prepared by the Metropolitan Development and Housing Agency,
701 South Sixth Street, Nashville, Tennessee 37206

Address New Owner(s) as Follows:	Send Tax Bills To:	Map-Parcel Numbers:
		Map 93-2
(Name)	(Name)	Parcels 109-110
(Street Address or Route Number)	(Street Address)	Map 93-2-4
(City) (State) (Zip)	(City) (State) (Zip)	Parcel 34

DEED OF DEDICATION

JUL 19[illegible] MISC 2* 14.00 * 14.00

FOR AND IN CONSIDERATION of the premises and in consideration of the Cooperation Agreement entered into between the Metropolitan Development and Housing Agency and the Metropolitan Government of Nashville and Davidson County, Tennessee, the Metropolitan Development and Housing Agency, a public body and a body corporate and politic created under the provisions of the "Housing Authorities Law" of Tennessee, acting by and through its duly elected officers who are authorized so to do by resolution of its Board of Commissioners, has bargained and sold and by these presents does transfer and convey unto the said Metropolitan Government of Nashville and Davidson County, Tennessee, the Grantee, its successors and assigns, certain tracts or parcels of land in Nashville, Davidson County, Tennessee, described as follows, to wit:

TRACT NO. I. Being Block "J" on the plan of the Gay Street Connector, Subdivision Plat of Part of Central Loop G.N.R.P. Project No. 1, Project Tenn. R-72, of record in Book 4860, Page 67, in the Register's Office of Davidson County, Tennessee, described as follows:

Said Block "J" begins at a point in the northeast corner of the Victory Memorial Bridge right-of-way and the Gay Street Connector right-of-way; thence along the East margin of the Gay Street Connector right-of-way North 26°, 19' West, 95.93 feet to a point; thence leaving the said right-of-way, North 63°, 46' East, 106.84 feet to a point; thence South 25°, 56' East, 92.80 feet to a point in the northerly margin of the Victory Memorial Bridge right-of-way; thence along the said northerly margin of the said right-of-way, South 62°, 04', 34" West 106.27 feet to the point of beginning. .23

TRACT NO. II. Being Block "L" on the plan of the Gay Street Connector, Subdivision Plat of Part of Central Loop G.N.R.P. Project No. 1, Project Tenn. R-72, of record in Book 4860, Page 67, in the Register's Office of Davidson County, Tennessee, described as follows:

Said Block "L" begins at a point in the southeasterly corner of the Victory Memorial Bridge right-of-way and the Gay Street Connector right-of-way; thence along the southerly margin of the said Victory Memorial Bridge right-of-way North 63°, 04', 35" East 120.41 feet to a point; thence leaving the said right-of-way South 25°, 56' East 135.27 feet to a point; thence South 18°, 06' East 115.86 feet to a point in the northerly margin of the Woodland Street Bridge right-of-way; thence along the said northerly margin of Woodland Street Bridge right-of-way South 62°, 51', 49" West 122.22 feet to a point in the East margin of the Gay Street Connector right-of-way; thence along the easterly margin of the said Gay Street Connector right-of-way North 21°, 44', 49" West 182.67 feet to a point, the beginning of a slight curve having a radius of 3040 feet; thence around the curve a distance of 68.49 feet to the point of beginning. .72

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TRACT NO. III. Being Block "M" on the plan of the Gay Street Connector, Subdivision Plat of Part of Central Loop G.N.R.P. Project No. 1, Project Tenn. R-72, of record in Book 4860, Pages 67 and 68 in the Register's Office of Davidson County, Tennessee, described as follows:

Said Block "M" begins at a point at the southwest intersection of the Woodland Street Bridge right-of-way and the Gay Street Connector right-of-way; thence in a southeasterly direction along the westerly margin of the said Gay Street Connector right-of-way along a slight curve having a radius of 966 feet, a distance of 94.47 feet to a point; thence South 15°, 44', 44" East 97.18 feet to a point, the beginning of a slight curve having a radius of 1074 feet; thence around the said curve a distance of 215.66 feet to a point; thence South 27°, 15', 03" East 60.40 feet to a point, the beginning of a curve to the right having a radius of 148 feet; thence around said curve 56.74 feet to a point, said point being the beginning of another curve having a radius of 38 feet; thence around said curve 38.66 feet to a point, the beginning of another curve having a radius of 8 feet; thence around said curve 13.95 feet to a point in the East margin of First Avenue North; thence along the East margin of First Avenue North North 27°, 02', West 229.23 feet to a point; thence North 26°, 36', 55" West 45.61 feet to a point; thence North 62°, 47', 59" East 3.02 feet to a point; thence North 27°, 12', 01", West 6.50 feet to a point, the beginning of a curve having a radius of 788 feet; thence around the curve to the right 191.11 feet to a point; thence North 13°, 18', 15" West 13.04 feet to a point, the beginning of a curve having a radius of 76.08 feet; thence around the curve to the right 63.17 feet to a point in the southerly margin of the Woodland Street Bridge right-of-way; thence South 55°, 44', East 5.75 feet to a point, the beginning of another curve having a radius of 88 feet; thence around the curve to the right 18.99 feet to a point; thence North 62°, 51', 49", East 15.64 feet to the point of beginning. .68

together with all right, title and interest which the grantors have, or ever may have in and to adjoining street or streets, alley or alleys or any other right-of-way or in any easement to which the above property is dominant or servient.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Metropolitan Government of Nashville and Davidson County, Tennessee, and its successors and assigns, forever.

And the Metropolitan Development and Housing Agency, the Grantor, does covenant with the said Metropolitan Government of Nashville and Davidson County, Tennessee, that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered except for the restrictive covenants set forth hereinafter.

And the Metropolitan Development and Housing Agency, the Grantor, does further covenant and bind itself and its successors to warrant and forever defend the title to the said land to the said Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns if a corporation, against the lawful claims of all persons, whomsoever, and the Metropolitan Development and Housing Agency, the Grantor, and the Metropolitan Government of Nashville and Davidson County, Tennessee, the Grantee, further bind themselves as follows:

1. GENERAL COVENANTS:

A. The Grantee agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Property, or any part thereof, will be devoted to, and only to and in accordance with, the uses specified in the Urban Renewal Plan.

B. 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 Section C of the Urban Renewal Plan for the Central Loop G.N.R.P. Project No. One, Project Tenn. R-72 of record in Book 4464, Page 522, in the Register's Office of Davidson County, Tennessee, which are specifically made a part hereof by reference, as though fully and completely set out herein.

C. These parcels of land, described herein, are located in an area designated by the Urban Renewal Plan for the Central Loop G.N.R.P. Project No. One, Project Tenn. R-72, for use as Public Parks, and this conveyance is specifically made subject to the restrictions, terms and conditions of the said Plan. R.P. Map No. 2, known as the "Land Use Plan" is an excerpt from the Plan and is recorded, for reference purposes, in the office of the Metropolitan Clerk, said Map being specifically made a part hereof by reference as though fully and completely set out herein.

D. 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 uses specified in the Urban Renewal Plan, compliance with which by Grantee shall be evidenced

by a "Certificate of Completion" from the Grantor to that effect issued to the Grantee and recorded in the Register's Office of Davidson County, Tennessee.

"The Certificate of Completion" issued by the Grantor shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the Grantee, and its successors and assigns, to construct the improvements and dates for the beginning and completion thereof.

The Grantee for itself, its successors and assigns, and every successor in interest to the property, or any part thereof, to promptly begin and diligently prosecute to completion the redevelopment of the property, and that such construction or redevelopment shall in any event be begun within the agreed time period and be completed within the agreed time period. It is intended and agreed that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, except only as otherwise specifically provided in the Agreement itself, be, to the fullest extend permitted by law and equity, binding for the benefit of the community and the Grantor and enforcable by the Grantor against the Grantee and its successors and assigns to or of the property or any part thereof or any interest therein.

In the event of any default, failure, violation, or other actions or inaction by the Grantee, subsequent to this conveyance from the Grantor and prior to the issuance and recording of the "Certificate of Completion" to remedy, end, or abrogate such default, failure, violation, or other action or inaction, the Grantor at its option may declare a termination in favor of the Grantor, of the title, and of all the rights and interest in and to the property shall revert to the Grantor. Said subdivisions list, in part, non-compliance acts pertaining to the construction of improvements, failure to pay or have released liens or encumbrance, and violations pertaining to the transfer of the property or change in the ownership or distribution of the stock of the Grantee.

E. The Grantee agrees for itself, its successors and assigns, to or of the property or any part thereof, that the Grantee and such successors or assigns shall:

(1) Not discriminate upon the basis of race, creed, color, sex, or national origin in the sale, lease, or rental, or in the use or occupancy of the property or any improvements erected or to be erected thereon or on any part thereof; and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by (a) the Grantor, its successors and assigns, (b) the Metropolitan Government of Nashville and Davidson County, State of Tennessee, and any successor in interest to the property or any part thereof, (c) the owner of any other land, or of any interest in such land, within the Project Area which is subject to the land use requirements and restrictions of the Redevelopment Plan, and (d) the United States, against the purchaser,

its successors and assigns and every successor in interest to the property, or any part thereof or interest therein, and any party in possession or occupancy of the property or any part thereof.

In amplification, and not in restriction of, all provisions of Sections 1-A, 1-B, 1-C, 1-D, 1-E and 1-E(1), it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the covenants provided in said Sections hereof, and the United States shall be deemed a beneficiary of the Covenant provided in Section 1-E(1) hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants have been provided. Such covenants shall run in favor of the Grantor and the United States, for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants relate. The Grantor shall have the right, in the event of any breach of any such covenants, and the United States shall have the right in the event of any breach of the covenant provided in Section 1-E(1) hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach or covenant, to which it or any other beneficiaries of such covenant may be entitled.

Said property is conveyed subject to the following easements, to wit:

1. All easements recorded in the Register's Office of Davidson County, Tennessee.

2. (Others) Those utility easements as shown on the Gay Street Connector subdivision plat recorded in Book 4860, pages 67 and 68.

By the acceptance of delivery of this Deed, Grantee accepts these restrictions, terms and conditions.

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IDENTIF. REFERENCE

JUL 19 1 33 PM '71

REGISTER
DAVIDSON COUNTY, TENN.

IN WITNESS WHEREOF, the Metropolitan Development and Housing Agency 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 to do so, this 9th day of June, 1977.

THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: Harold E. Nichols
Vice/Chairman

(SEAL)

ATTEST:

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 Donald E. Nichols 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 Metropolitan Development and Housing Agency, 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 Donald E. Nichols as such Vice Chairman, and attesting the same by the said Jack D. Herrington as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee, of this the 9th day of June, 1977.

B. W. Howard
Notary Public

My Commission Expires:
April 28, 1979

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is _____.

_____
(Affiant)

Subscribed and sworn to before me, this the _____ day of _____, 1977.

_____
Notary Public

My Commission Expires:

_____.