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:
		BOOK 5250 PAGE 881		104-8-137 thru 140
(Name)		(Name)		
				104-12-119
(Street Address or Route Number)		(Street Address)		104-12 85 104-8-312
(City)	(State) (Zip)	(City)	(State) (Zip)	

DEED OF DEDICATION

FEC-8 MISC 8* 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 part of Lots Nos. 130, 131, 132, 133, 134 and 135 on the Revised Plan of part of University Place of record in Book 332, page 145, Register's Office for said County, and being described according to a survey by Southern Land Surveying Co. Inc., dated June 13, 1974 as follows:

Beginning at a point in the southerly margin of Old Blakemore Avenue said point being the intersection of Old Blakemore Avenue and 19th Avenue South; thence with the westerly margin of 19th Avenue South, South 9° 15' 24" West, 48.43 feet to a point in the northerly margin of Wedgewood Avenue; thence with the same North 82° 14' 39" West, 405.72 feet to a point; thence North 7° 45' 21" East 48.42 feet to a point in the southerly margin of Old Blakemore Avenue; thence with the same South 82° 14' 39" East, 406.99 feet to the point of beginning.

Being part of the property conveyed to The Nashville Housing Authority, now Metropolitan Development and Housing Agency, by deeds from Louise Davis of record in Book 4381, page 834, and from George L. Rooker, Clerk of the Circuit Court of record in Book 4432, page 361 and Book 4449, page 813, Register's Office for Davidson County, Tennessee.

TRACT NO. II. Being part of Lots 67 and 59 in the O. B. Hayes' Rokeby Addition as of record in Book 21, page 87, Register's Office for said County, described according to a survey made by Southern Land Surveying Co., Inc., dated June 12, 1974 as follows:

Beginning at a point in the east margin of 17th Avenue South at a point in the south margin of Dorothy Place; thence with the south margin of Dorothy Place South 58° 42' 38" East, 250.21 feet to a point in the northwest margin of 16th Avenue South; thence with the northwest margin of 16th Avenue South around a curve which has a radius of 1,392 feet southwesterly 138.39 feet to a point in the north margin of Wedgewood Avenue; thence with the north margin of Wedgewood Avenue North 58° 42' 38" West, 177.12 feet to a point in the east margin of 17th Avenue South; thence with the east margin of 17th Avenue South around a curve which has a radius of 687 feet to the left 134.46 feet to a point; thence with the easterly margin of 17th Avenue South North 9° 17' 59" East, 5.99 feet to the point of beginning.

Being part of the property conveyed to The Nashville Housing Authority, now Metropolitan Development and Housing Agency, by deed from George L. Rooker of record in Book 4430, page 276, by deed from Elizabeth Holt Jackson, of record in Book 4374, page 66, by deed from Elizabeth Roller of record in Book 4370, page 561, by deed from Morris C. Wilson and wife, Eva R. Wilson of record in Book 4390, page 287, by deed from William G. Wright, Jr. and Douglas C. Kirkham of record in Book 4373, page 830, by deed from George L. Rooker of record in Book 4394, page 501, by deed from George L. Rooker of record in Book 4418, page 347, and by deed from George L. Rooker of record in Book 4394, page 107, said Register's Office.

TRACT NO. III. Being parts of Lots 72 and 73 on the plan of Christopher's & Kirkman's Belmont Park Addition of record in Book 57, page 158, said Register's Office, described according to a survey made by Southern Land Surveying Co., Inc., dated June 24, 1974, as follows:

Beginning at a point in the north margin of Portland Avenue at a point in the west margin of Alley No. 922; thence with the west margin of Alley No. 922; North 7° 03' 39" East, 172.12 feet to a point; thence North 82° 01' 25" West, 68.40 feet to a point in the easterly margin of Magnolia Blvd.; thence with the easterly margin of said Blvd. around a curve which has a radius of 408 feet southwesterly 180.83 feet to a point in the northerly margin of Portland Avenue; thence with the northerly margin of Portland Avenue South 82° 11' 17" East, 120.45 feet to the point of beginning.

Being part of the property conveyed to The Nashville Housing Authority, now Metropolitan Development and Housing Agency, by deed from Julia Harris Elam of record in Book 4409, page 660, and by deed from Thomas P. Gore and wife, Pearl T. Gore of record in Book 4390, page 593, said Register's Office.

TRACT NO. IV. Being part of Lots 67 and 68 on the Plan of Christopher & Kirkman's Belmont Park Addition of record in Book 57, page 158, Register's Office for said County and described according to a survey made by Southern Land Surveying Co., Inc., dated June 24, 1974 as follows:

Beginning at a point in the easterly margin of 20th Avenue South at the northeast corner of the Lillian Williams property recorded in Book 4740, page 810, Register's Office for Davidson County, Tennessee; thence with the easterly margin of 20th Avenue South, North 7° 03' 39" East, 142.37 feet to the beginning of a curve; thence around said curve which has a radius of 20.00 feet northwesterly 43.68 feet to the southeast margin of Magnolia Boulevard; thence with the southeast margin of Magnolia Boulevard around a curve which has a radius of 848 feet southwesterly 168.23 feet to a point; thence South 7° 03' 39" West, 8.92 feet to a point; thence South 82° 01' 25" East, 158.64 feet to the point of beginning.

Being part of the property conveyed to The Nashville Housing Authority, now Metropolitan Development and Housing Agency, by deed from Mary Louise Tolliver of record in Book 4373, page 261 and by deed from Myrtle Carter Butler of record in Book 4379, page 69, said Register's Office.

TRACT NO. V. Being part of Lots 138 and 137 on the Revised Plan of part of University Place recorded in Book 332, page 145 Register's Office for said County and property as set out in Closure Bill No. _____ Metro Council.

Beginning at a point in the north right-of-way of Wedgewood Avenue at a point in the west line of Lot No. 138 on the Plan of University Place recorded in Book 332, page 145, Register's Office for Davidson County, Tennessee; thence North 6° 08' 23" East, 68.92 feet to a point; thence around a curve which has a radius of 234 feet southeasterly 99.68 feet to a point; thence South 7° 45' 21" West, 48.42 feet to the north right-of-way of Wedgewood Avenue; thence with the north right-of-way of said Avenue North 82° 14' 39" West, 94.84 feet to the point of beginning.

Being part of the property conveyed to The Nashville Housing Authority, now Metropolitan Development and Housing Agency, by deed from Myrtle Pupdy Smelser, a widow of record in Book 4403, page 306, said Register's Office.

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 University Center Urban Renewal Area-One, Project Tenn. R-51 of record in Book 4626, Page 719, 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 University Center Urban Renewal Area-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. U.R.P. Map No. 2, known as the "Land Use Map" 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 extent permitted by law and equity, binding for the benefit of the community and the Grantor and enforceable by the Grantee 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 subdivision 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 and controlled access areas as shown on the above mentioned surveys prepared by the Southern Land Surveying Co., Inc.

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

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 30th day of August, 1977.

THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: Howard E. Rechs
Vice Chairman

(SEAL)

ATTEST:

Secretary

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

BOOK 5250 PAGE 887

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 30th day of August, 1977.

B. W. Howard
Notary Public

My Commission Expires:
April 28, 1979

E 4966

IDENTIF. REFERENCE

FEB 8 2 04 PM '78

FELIX Z. ELLISON JR. REGISTER
DAVIDSON COUNTY, TENN.

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:

_____