This Instrument Prepared By:

Office of Attorney General
State of Tennessee
450 James Robertson Parkway
Nashville, Tennessee 37219

Address of New Owner as Follows:

Metropolitan Government
of Nashville, Davidson
County, Tennessee 37201

DEED FOR CONVEYANCE OF REALTY

For and in consideration of the benefits which will accrue to the State of Tennessee and the general public in the form of a fire station to be built thereon, the State of Tennessee, acting through the Commissioner of Finance and Administration, with the approval of the Governor and the Attorney General, under the authority of Tennessee Code Annotated §12-2-112, hereby quitclaims, subject to the reservations hereinafter set forth, all its rights, title and interest unto The Metropolitan Government of Nashville and Davidson County, Tennessee, in and to a certain tract of land located in the First Civil District of Davidson County, Tennessee, being a portion of the DeBerry Correctional Institute property, and being more particularly described as follows:

> Beginning at an iron pin in the southerly margin of Harding Place said pin being North 50 degrees 46 minutes and 06 seconds East a distance of 292.75 feet from an iron pin located at the intersection of the southerly margin of Harding Place and the easterly margin of Ezell Pike and proceeding as follows:
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> South 64 degrees 12 minutes 09 seconds East for a distance of 242.69 feet to an iron pin thence South 50 degrees 46 minutes 06 seconds West a distance of 302.45 feet to an iron pin, thence North 39 degrees 13 minutes 54 seconds West a distance of 220 feet to an iron pin in the southerly margin of Harding Place thence along the margin of Harding Place North 50 degrees 46 minutes 06 seconds East a distance of 200 feet to the point of beginning containing approximately 1.27 acres as per survey by A & A Engineering, Inc., dated September 28, 1990 by George Anton, registration number 557 begin Job No. 3375-90.
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> Being a portion of the same property conveyed to the State of Tennessee by deed of record in Deed Book 735, Page 33, in the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to any and all public utilities now existing upon or across the said property herein conveyed and to the rights of the State of Tennessee in any water, gas, sewer, telephone or electric lines now existing on same.

This conveyance is made in connection with a Grant Contract between the Metropolitan Government of Nashville and Davidson County and the State of Tennessee, Department of Correction and State Funding Board, dated January 12, 1989, amended and restated by an Amended and Restated Grant Contract dated August 21, 1990, and amended by a First Amendment to the Amended and Restated Grant Contract approved as Substitute Ordinance No. 91-1470 by the Metropolitan Council on third reading on February 19, 1991 (the "Contract"). The land described herein is included in a larger tract of land described as Tract I in Attachment 1-A to the Contract, and is being conveyed herein in anticipation of the other transactions contemplated and described in the Contract, including the issue of Debt Instruments as defined therein.

This conveyance shall be effective so long as such Debt Instruments are issued by September 30, 1992. In the event that such Debt Instruments have not been issued by such date, then the land shall revert to the State unless, before such date, the Metropolitan Government pays to the State the fair market value of the land, not including any improvements thereon, as agreed upon between the Metropolitan Government and the State whereupon any rights of the State to such land shall be terminated. It is the intent that the above language creates a fee simple determinable interest in the Metropolitan Government with a possibility of reverter in the State of Tennessee. The State of Tennessee, as grantor herein, further intends that this reservation of interest shall attach to and run with the aforedescribed land and improvements.

In the event Debt Instruments are issued by September 30, 1992, this conveyance shall be effective so long as such

Debt Instruments remain outstanding. After the Debt Instruments have been paid in full in accordance with their terms by the State of Tennessee pursuant to the Contract, this conveyance shall be effective so long as the State of Tennessee does not exercise its right to terminate the Contract pursuant to the terms thereof. In the event that the State of Tennessee exercises such right, then the property shall revert to and become the property of the State of Tennessee. It is the intent that the above language creates a fee simple determinable interest in the Metropolitan Government with a possibility of reverter in the State of Tennessee. The State of Tennessee, as grantor herein, further intends that this reservation of interest shall attach to and run with the aforedescribed land and improvements.

IN WITNESS WHEREOF, the signature of the State of Tennessee has been hereunto affixed by the Commissioner of Finance and Administration with the approval of the Governor and of the Attorney General as evidenced by their signatures hereunto affixed this, the 23RD day of MAY, 1991.

STATE OF TENNESSEE

Commissioner
Finance and Administration

APPROVED:

Governor

Attorney General and Reporter

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, of the State and County aforesaid, personally appeared David L. Manning with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Commissioner of Finance and Administration, and that he as such Commissioner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the State of Tennessee by himself as Commissioner.

Witness my hand and seal at office in Nashville, Tennessee this 24th day of May, 1991.

Notary Public

My Commission Expires:
January 14, 1992

ELAINE POTTER NOTARY PUBLIC DAVIDSON COUNTY, TN

5820 05/28 0101 01CASH 12.00

17480

TOTAL TAX REFERENCE

May 28 2 27 PM '91

PICK-UP