Prepared by The Metropolitan Development and Housing Agency, 701 South 6th St., Nashville, TN 37206

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Numbers:
Metropolitan Government of Nashville		**93-6-8**
(Name)	(Name)	
325 Stahlman Building	**-SAME-**	
(Street Address or Route Number)	(Street Address)	
Nashville, Tennessee 37201		
(City) (State) (Zip Code)	(City) (State) (Zip Code)	

DEED OF DEDICATION

BOOK 9443 PAGE 28

FOR AND IN CONSIDERATION of the premises and in consideration of Metropolitan Council Bill No. 082-845, approved by the Mayor on March 18, 1982, with later amendments, The Metropolitan Development and Housing Agency, the Grantor, a public body and a body corporate 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, has bargained and sold by these presents does transfer and convey unto the said Metropolitan Government of Nashville and Davidson County, Tennessee, the Grantee, its successors and assigns, a certain tract or parcel of land in Nashville, Davidson County, Tennessee, described as follows, to wit:

A certain tract or parcel of land in Nashville, Davidson County, Tennessee, being Lot No. 1, Phase 1, on the Nashville Arena Plan, recorded in Book 7900, Page 755, in the Register's Office for Davidson County, Tennessee, further described as follows:

Said Lot No. 1 begins at a point in the southwest corner of Broadway and Fifth Avenue South; thence along the west margin of Fifth Avenue South, South 27° 28' 14" East, 351.90 feet to a point; thence South 27° 02' 28" East 59.96 feet to a point; thence South 27° 39' 11" East 331.26 feet to the north margin of Demonbreun Street; thence along the north margin of Demonbreun Street South 62° 14' 21" West 437.53 feet to the east margin of Sixth Avenue South; thence along the east margin of Sixth Avenue South North 27° 38' 14" West 332.95 feet to a point; thence North 30° 22' 03" West 60.07 feet to a point; thence North 27° 16' 33" West 350.16 feet to a point in the south margin of Broadway; thence along the south margin of Broadway, North 62° 14' 21" East 439.74 feet to the point of beginning, containing 326,196 square feet (7.49 acres), more or less.

Being the same property conveyed to the Metropolitan Development and Housing Agency by Warranty Deeds of record in Book 6991, Page 854; Book 7019, Page 553; Book 7019, Page 555; Book 7019, Page 557; Book 7029, Page 669; Book 7090, Page 705; and by Clerk's Deeds of record in Book 9228, Page 497; Book 9242, Page 101; Book 9253, Page 475; Book 9253, Page 479; Book 9253, Page 482; and Book 9253, Page 485, all recorded in Register's Office for Davidson County, Tennessee, and being the same street and alley areas closed by Metropolitan Council Bill No. 093-870,

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, 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, the Grantee, 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 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 Capitol Mall Redevelopment Project or any amendments attached thereto by the Grantor or Grantee.

B. 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, 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, with the Project Area which is subject to the land use requirements and restrictions of the development 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.

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)_____

_____

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_____

_____

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 Chairperson of its Board of Commissioners signing the name of the corporation and by its Secretary attesting the same and affixing its corporate seal thereto, this 12th day of August, 1994.

THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

BY: Jane L. Davis
Jane L. Davis, Chairperson

ATTEST:

James L. Thiltgen
James L. Thiltgen, 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 Jane L. Davis and James L. Thiltgen, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the Chairperson and Secretary respectively of The Metropolitan Development and Housing Agency, the within named bargainor, a corporation, and that they as such Chairperson 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 Jane L. Davis as such Chairperson, and attesting the same by the said James L. Thiltgen, as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee, of this the 22nd day of August, 1994.

B. W. Howard
B. W. Howard, Notary Public

My Commission expires:
January 24, 1998

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ (NONE).

83551
IDENTIFICATION REFERENCE

AUG 23 AM 8:17
REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

H. G. Sadler
(Affiant)

Subscribed and sworn to before me, this the 22nd day of August, 1994.

B. W. Howard
B. W. Howard, Notary Public

My Commission expires:
January 24, 1998

0502 08/23 0101 01CASH
16.00