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Nashville, TN (McKinnie)
Store No. 3306-00

This instrument prepared by:
Richard M. Hopgood
Wyatt, Tarrant & Combs, LLP
250 West Main Street, Suite 1600
Lexington, KY 40507-1746
Phone: (859) 288-7439

BILL GARRETT, Davidson County
Trans:T20090083220 DEEDQC
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20091209-0112646

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF THE SUM OF ONE ($1.00) DOLLAR, CASH IN HAND PAID AND GRANTEE'S AGREEMENT TO FULLY COMPLY WITH THE COVENANTS, RESTRICTIONS AND REQUIREMENTS SET FORTH HEREIN, the receipt and sufficiency of which are hereby expressly acknowledged, **WAL-MART STORES EAST, LP, a Delaware limited partnership**, hereinafter called the "GRANTOR", does hereby quitclaim and convey unto **NORTH EDGEFIELD ORGANIZED NEIGHBORS**, a Tennessee non-profit corporation, with an address of North Edgefield Organized Neighbors, 914 Meridian Street, Nashville, TN 37207, ATTN: Ms. Lula Brooks, Art Works Coordinator, its successors and assigns, hereinafter called the "GRANTEE", all of its right, title and interest in and to a certain tract or parcel of land in the City of Nashville, Davidson County, State of Tennessee, together with any improvements, appurtenants, estate, title, and interest thereto belonging to the GRANTOR, said property being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein (the "PROPERTY"), for so long as the PROPERTY and/or the improvements thereon are not subject to any CASUALTY or CONDEMNATION (as those terms are hereinafter defined), and in the event that the PROPERTY and/or the improvements thereon are subject to any CASUALTY or CONDEMNATION, then the PROPERTY or as much of the PROPERTY as was not taken under the power of eminent domain shall revert to the GRANTOR, and this deed shall become forfeited and the PROPERTY and all the rights herein conveyed shall at once revert to and revest in and become the property of GRANTOR, its successors or assigns without any declaration of forfeiture or act of re-entry, and without any other act by GRANTOR to be performed. For purposes of the foregoing sentence, "CASUALTY" shall mean a fire or other casualty that results in damage to all or substantially all of the Firehall (as hereinafter defined) or damage that is not repaired within 180 days after the occurrence of such casualty, and "CONDEMNATION" shall mean a taking by any competent authority for any public use or purpose under any statute or by right of eminent domain, or by a private purchase in lieu thereof under threat of such eminent domain proceeding, if such taking shall include (i) more than ten percent (10%) of the PROPERTY, (ii) any portion of the Firehall located on the PROPERTY, or (iii) any of the parking spaces located on the PROPERTY.

This is improved property known as 0.278 acres, 1220 GALLATIN AVENUE, NASHVILLE, DAVIDSON COUNTY, TENNESSEE, hereinafter called the PROPERTY.

The PROPERTY is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises, and is conveyed subject to the following covenants, restrictions and requirements:

1. GRANTEE shall use the PROPERTY only for the purposes of supporting GRANTEE'S mission of bringing visual and performing arts to the East Nashville community, as well as the entire Nashville community, through expressions in visual arts, music and dance, including classes, performances, and exhibits of these arts and for activities related to GRANTEE'S internal operations and management, not inconsistent with the prohibitions set forth below in Section 2.

2. GRANTEE shall not use, nor permit any other person or party to use, the PROPERTY for any political or commercial purpose, including, but not limited to, engaging in the business of the sales of goods or services (except as sales of art or art-related materials incident to GRANTEE-related public performances consistent with the purposes set forth above); electioneering, campaigning, or other political activity, whether or not related to an election or referendum; collective bargaining, including organizing, rallying, or providing information to encourage same; commercial advertising for the sales of goods or services by any entity other than GRANTOR or any entity affiliated with GRANTOR; advertising for political candidates, parties, multicandidate political committees, or political action committees; or any other activity not specifically set forth herein inconsistent with the business purposes of GRANTOR or any entity affiliated with GRANTOR, or the purposes described in Section 1 above. Specifically, and without limitation, the PROPERTY may not be used for:

   a) any purpose which is construed to be critical or derogatory of GRANTOR or its officers, directors and employees, or the businesses now or hereafter conducted by GRANTOR, or any entity affiliated with GRANTOR or its officers, directors and employees, or the businesses conducted by such affiliated entity,

   b) serving alcoholic beverages,

   c) the sale, distribution or exhibition of sexually explicit or pornographic materials, or

   d) any performance, film or event involving nudity, semi-nudity or sexually explicit subject matter or material.

3. GRANTEE acknowledges that the firehouse and other improvements located on the PROPERTY ("Firehall") do not comply with Metropolitan Government of Nashville and Davidson County or of the State of Tennessee ("Metro") building codes and regulations, and that following this transfer of the PROPERTY, GRANTEE alone shall be responsible for compliance with all the existing or hereinafter enacted building, planning, safety, and historic preservation codes applicable to the PROPERTY. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT GRANTEE IS ACCEPTING QUIT-CLAIM TITLE TO THE PROPERTY "AS IS" AND "WHERE IS" AS OF THE TIME OF CLOSING, AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL**

CONDITIONS OR VALUE OF THE PROPERTY, THE PROPERTY'S HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE PRESENCE OR ABSENCE OF CONDITIONS ON THE PROPERTY THAT COULD GIVE RISE TO A CLAIM FOR PERSONAL INJURY, PROPERTY OR NATURAL RESOURCE DAMAGES, AND THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS OR WASTES, SUBSTANCES, CONTAMINANTS, OR POLLUTANTS ON, UNDER OR ABOUT THE PROPERTY. GRANTEE DOES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS GRANTOR FROM ANY AND ALL CLAIMS, LIABILITIES OR DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, WITH RESPECT TO THE PROPERTY, WHETHER NOW EXISTING OR HEREAFTER ACCRUING, INCLUDING BUT NOT LIMITED TO ANY VIOLATIONS OF CITY, COUNTY, STATE, FEDERAL, BUILDING, LAND USE, FIRE, HEALTH, SAFETY, ENVIRONMENTAL, HAZARDOUS MATERIALS OR OTHER GOVERNMENTAL OR PUBLIC AGENCY CODES, ORDINANCES, REGULATIONS, OR ORDERS WITH RESPECT TO THE PROPERTY.

4. GRANTEE shall bear all expenses associated with the restoration and/or renovation of the PROPERTY and the Firehall and related due diligence, consistent with the codes and laws of Metro. Except for replacements, alterations or modifications required to keep the Firehall in compliance with Metro planning, historic and building codes and ordinances, GRANTEE shall not make any material alterations or modifications to the exterior of the Firehall that are inconsistent with the existing color, materials, design and configuration of the Firehall, without the prior written consent of GRANTOR, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that GRANTEE is ever permitted to demolish the Firehall and construct new improvements on the PROPERTY, GRANTOR shall have the right to approve such construction plans which approval shall not be unreasonably withheld, conditioned or delayed. The approval by GRANTOR of GRANTEE'S plans and designs shall not constitute any representation, warranty or assurance that GRANTEE'S plans and designs comply with the requirements of applicable codes and regulations or will be adequate, appropriate or effective for GRANTEE'S intended purposes and GRANTOR will have no liability to GRANTEE for such approval.

5. GRANTOR and GRANTEE acknowledge that pursuant to that the Plan of Final Plat Wal-Mart Neighborhood Market, of record in Instrument No. 20041129-0141459 in the Register's Office of Davidson County, Tennessee (the "Final Plat") GRANTOR has granted a "Public Ingress/Egress Easement" for the benefit of the PROPERTY (the "Access Easement") over and across certain real property adjacent to the PROPERTY and owned by GRANTOR, more particularly described as "Lot 1" on the Final Plat (the "WAL-MART PROPERTY"). GRANTEE shall indemnify, defend and hold harmless GRANTOR from any claims, damages or liability, including reasonable attorney's fees, to persons or property that are a direct or indirect result of the use of the Access Easement to access the PROPERTY by GRANTEE or its officers, members, agents or invitees. GRANTEE shall procure and maintain in full force and effect at all times during the use of the Access Easement for the benefit of the PROPERTY, general public

liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, on or about the PROPERTY, which affords protection to the limit of not less than $1,000,000.00 for injury or death of a single person, to the limit of not less than $1,000,000.00 for any one occurrence, and to the limit of not less than $2,000,000.00 for general aggregate coverage. GRANTOR and Wal-Mart Real Estate Business Trust, a Delaware statutory trust, shall be named as an additional insured on such policies and GRANTEE shall provide GRANTOR with certificates of insurance evidencing that the foregoing insurance coverages are maintained at all time as required herein. The foregoing insurance policies shall provide that they may not be cancelled without thirty (30) days prior notice to GRANTOR. In the event that GRANTEE fails to maintain the foregoing insurance coverages, GRANTOR shall have the right to purchase same and GRANTEE shall reimburse GRANTOR upon demand. In the event that GRANTOR sells or transfers the Wal-Mart Property to an entity that is not an affiliate of Wal-Mart Stores, Inc., then GRANTEE shall delete GRANTOR and Wal-Mart Real Estate Business Trust as additional insureds under the foregoing policies of insurance and add such successor owner as additional insureds. In the event that GRANTOR sells or transfers the Wal-Mart Property to an entity that is an affiliate of Wal-Mart Stores, Inc. then such entity shall be named as an additional insured on such policies of insurance with thirty (30) days after notice by GRANTOR to GRANTEE of such transfer.

GRANTEE hereby further agrees that GRANTEE'S use of the Access Easement shall be subject to the following covenants, restrictions and requirements:

a) Only passenger vehicles and pedestrian traffic and delivery trucks (provided that such delivery trucks do not materially differ from the type, size and total weight of delivery trucks that serve the Wal-Mart Neighborhood Market located on the WAL-MART PROPERTY) associated with the use of the PROPERTY may be used upon the driveway located within the Access Easement (the "Access Drive"); provided, however, that nothing herein shall be construed to limit or restrict ingress or egress associated with the Wal-Mart Neighborhood Market located on the WAL-MART PROPERTY upon which the Access Easement is located. Notwithstanding the foregoing, construction equipment for use on the PROPERTY in connection with the restoration and/or renovation of the Firehall located on the PROPERTY may be transported from time to time over the Access Drive, provided that such construction equipment shall be equipped with rubberized tires (such as a backhoe or end-loader) or shall be transported on flatbed trucks with rubberized tires, and further provided that such construction equipment does not exceed the weight limitation provided for above.

b) If, in the process of developing the PROPERTY, GRANTEE damages, breaks, destroys, or in any way impairs the Access Drive, or any other improvements of GRANTOR, GRANTOR in its sole discretion, may require GRANTEE to either: (i) restore at GRANTEE'S sole cost and expense the Access Drive, or GRANTOR'S improvements to its original quality and condition; or (ii) GRANTOR may restore the Access Drive, or improvements and invoice GRANTEE for GRANTOR'S costs incurred restoring the damaged Access Drive,

or improvements; whereupon GRANTEE agrees to reimburse GRANTOR within thirty (30) days of receipt of an invoice for such expenses.

6. GRANTEE, or it employees, members or invitees, shall not use, nor permit any other person or party to use, the parking lot located on the WAL-MART PROPERTY.

The covenants, restrictions, requirements, benefits and obligations hereunder shall be appurtenant to the WAL-MART PROPERTY and create servitudes upon the PROPERTY which run with the land. In the event of a breach by GRANTEE of any of the covenants or restrictions set forth in Section 1 through 6 above, GRANTEE agrees that GRANTOR will suffer immediate and irreparable harm and that damage to GRANTOR will be difficult to ascertain and quantify. Accordingly, GRANTEE agrees that GRANTOR shall be entitled to injunctive relief for such breach, in addition to any other relief to which GRANTOR may be entitled. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

In the event of a breach of the covenants, restrictions, and requirements contained herein, GRANTOR shall have the right to seek any and all remedies afforded by either law or equity, including, without limitation, the rights to injunctive relief.

GRANTOR and GRANTEE certify to each other that the individuals signing this instrument on behalf of GRANTOR and GRANTEE, respectively, have the authority to bind the their respective principals with respect to all terms and conditions contained herein.

WITNESS the hand and seal of the GRANTOR this 17 day of November 2008.

ATTEST:

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: **WSE MANAGEMENT, LLC,** a Delaware limited liability company and general partner

By: _____
Assistant Secretary

By: _____
Its: SVP
Rob Bray

(SEAL)

STATE OF ARKANSAS
COUNTY OF BENTON

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared Rob Bray, 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 Sr. VP. Wal-Mart Real Estate, of WSE Management, LLC, a Delaware limited liability company and general partner of Wal-Mart Stores East, LP, a Delaware limited partnership, the within named bargainor, and executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited partnership as such Regional Vice President.

WITNESS my hand, at office, this 17 day of November 2008.

Michelle L. Taglavore
County Of Benton
Notary Public - Arkansas
My Commission Exp. 05/20/2015

Michelle L. Taglavore
NOTARY PUBLIC, State at Large
or County of Benton

My Commission expires 5-20-2015

PROPERTY ADDRESS: Tax Parcel Identification 072 13 0 459.00 0.278 acres 1220 Gallatin Avenue Nashville, TN 37206	STATE OF ARKANSAS, COUNTY OF BENTON I, or We, hereby swear or affirm this 17 day of November, 2008 that there is no monetary consideration for this transfer. Affiant ROD BRAY
NAME AND ADDRESS OF PROPERTY OWNER: North Edgefield Organized Neighbors 914 Meridian Street Nashville, TN 37207 Attn: Ms. Lula Brooks, Art Works Coordinator	Subscribed and sworn to before me this 17 day of November, 2008. Michelle L. Taglavore Notary Public My Commission expires: 5-20-2015

Michelle L. Taglavore
County Of Benton
Notary Public - Arkansas
My Commission Exp. 05/20/2015

MAIL TAX BILLS TO:

North Edgefield Organized Neighbors
914 Meridian Street
Nashville, TN 37207
Attn: Ms. Lula Brooks, Art Works Coordinator
Tax Parcel Identification 072 13 0 459.00

WITNESS the hand and seal of the GRANTEE this 17 day of November, ~~2008.~~ 2009

ATTEST:

NORTH EDGEFIELD ORGANIZED NEIGHBORS, a Tennessee non-profit corporation

By: _____
Assistant Secretary

By: Marcellus Brooks

Name: Marcellus Brooks

Its: President

(SEAL)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared Marcellus Brooks, 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 President of North Edgefield Organized Neighbors, a Tennessee non-profit corporation, the within named bargainor, and executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as such President.

WITNESS my hand, at office, this 17th day of November, 2009.

Jeanette L. Ramer
NOTARY PUBLIC, State at Large
~~or County of Benton~~

My Commission expires 7/5/11

JEANETTE L. RAMER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

EXHIBIT "A"

Legal Description

A tract of land in the City of Nashville, Davidson County, Tennessee, being Lot 2 on the Plan of Final Plat Wal-Mart Neighborhood Market, of record in Instrument No. 20041129-0141459, in the Register's Office of Davidson County, Tennessee, which tract is more particularly bounded and described as follows to wit:

Beginning at an iron rod set in the westerly right-of-way of Gallatin Avenue, approximately 200 feet south of the center of Douglas Avenue, being the southeast corner of the Kenneth Wayne Hackney, Sr. and Linda Darlene Hackney property of record as Instrument Number 20031202-0173473, R.O.D.C.;

Thence with Gallatin Avenue right-of-way South 23° 59' 48" West, 80.63 feet to a chiseled "X" set at the northeast corner of Kenneth Wayne Hackney, Linda Darlene Hackney property of record as Instrument Number 20011003-0107438, R.O.D.C.;

Thence North 70° 17' 00" West, 16.19 feet;

Thence northwesterly with a curve to the left 32.23 feet, said curve having a radius of 133.00 feet, a delta of 13° 53' 00" and a chord of 32.15 feet at North 77° 13' 30" West;

Thence North 84° 10' 00" West, 68.10 feet;

Thence northwesterly with a curve to the right 21.99 feet, said curve having a radius of 14.00 feet, a delta of 90° 00' 00" and a chord of 19.80 feet at North 39° 10' 00" West;

Thence North 84° 10' 00" West, 35.45 feet;

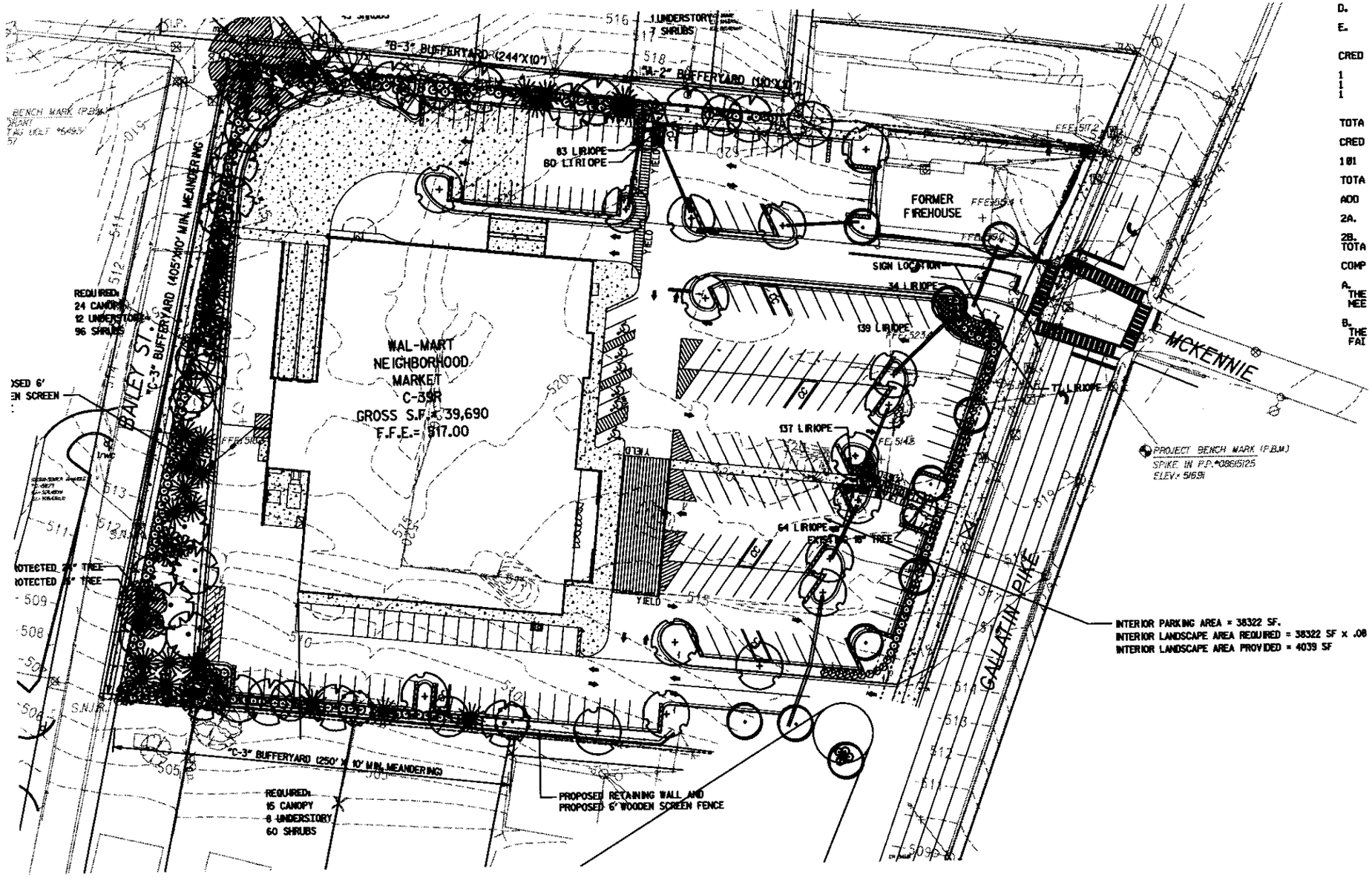
Thence North 05° 51' 17" East, 56.77 feet to the southerly boundary of the aforementioned Hackney property;

Thence with said boundary South 83° 36' 04" East, 190.31 feet to the beginning.

Containing 12,114 square feet or 0.278 acre, more or less, according to the survey by John M. Duffer, R.L.S. Number 1431, of Gresham Smith and Partners, 1400 Nashville City Center, Nashville, TN 37219, dated November 10, 2003, last revised October 27, 2004, bearing file number 21678.22.

Being the same property conveyed to Wal-Mart Stores East, LP, a Delaware limited partnership, from Kenneth Wayne Hackney and Linda Darline Hackney by Deed dated October 27, 2004, of record in Instrument No. 20041213-0147667 in the Register's Office of Davidson County, Tennessee.

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