BILL GARRETT, Davidson County
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20130529-0053938

This Instrument Prepared By:
Dodson, Parker, Behm & Capparella, P.C.
1310 Sixth Avenue North
Nashville, TN 37208

QUITCLAIM DEED

ADDRESS OF NEW OWNER:
Trevecca Nazarene University
333 Murfreesboro Road
Nashville, Tennessee 37210

SEND TAX BILLS TO:
Same

MAP PARCEL NO.
Tract 1: 105-04-114
Tract 2: 105-04-113

FOR AND IN CONSIDERATION of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **Metropolitan Development and Housing Agency** (hereinafter "Grantor") does hereby assign, transfer, convey and quitclaim unto **Trevecca Nazarene University** (hereinafter "Grantee"), collectively (the Parties") certain real estate (hereinafter "Property") in Nashville, Davidson County, Tennessee, which is described as follows:

Tract 1: Being the easterly side of Lot No. 14 on the Plan of John Trimble's Homestead Addition, as of record in Book 57, Page 53, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 14 fronts 25 feet on the southerly side of North Hill Street and runs back 127.6 feet, more or less, on the westerly line and 126 feet on the easterly line, with the westerly margin of Thomas Street to an alley, measuring 33 feet thereon.

Together with:

Tract 2: Being a vacant residential lot in Davidson County, Tennessee, known as 33 North Hill Street, Nashville, Tennessee. Said lot being the western half of Lot 14 in Trimble's Last Addition, said lot fronting 25 feet on the south side of North Hill Street and running back 126 feet to an alley, on which said lot measures 26 feet, 9 inches.

Further, as to TRACTS 1 AND 2:

Being the same Property conveyed by AFFORDABLE HOUSING RESOURCES, INC. to the METROPOLITAN DEVELOPMENT AND HOUSING AGENCY by quitclaim deed of record in Instrument No. 20110629-0049801, dated June 23, 2011, said Register's Office. For further reference see quitclaim deed of record in Instrument No. 20120214-0012929, said Register's Office, being the same Property conveyed to the Metropolitan Development and Housing Agency by Quitclaim Deed from the Metropolitan Development and Housing Agency, for the purpose of combining the two described tracts into one lot.

The foregoing conveyance is subject to the Fifteen Year Restriction and Reverter Clause as set forth herein and the Agreement, all encumbrances, easements, restrictive covenants and other matters of public record as may affect the above described Property.

On May 31, 2011, an Agreement was executed between the Parties (hereinafter the "Agreement"), providing that Grantor would execute this Deed (hereinafter "Deed") to Grantee, conveying the above referenced Property, under certain terms and conditions.

Fifteen Year Restriction and Reverter Clause

Grantor does hereby transfer and convey to Grantee the Property described above, provided, however, that if Grantee fails to maintain and operate the Property as a community garden for a period of

fifteen (15) years from the execution date of the previously referenced Agreement of the Parties, then the Grantor, its successors or assigns, shall have the right to re- retake the premises.

In the event that the Property ceases to be used as a community garden, for the above referenced fifteen (15) year period, title to the Property shall revert back to the Grantor, its successors or assigns, automatically in as full and ample a manner as if this deed had never been given, and no re-entry by the Grantor, its successors or assigns, shall be necessary, it being the intent of the Grantor to convey to Grantee a fee simple determinable with a possibility of reverter. Neither the right of re-entry nor the possibility of reverter is subject to the Rule Against Perpetuities.

After the expiration of the fifteen (15) year period, provided that the Grantee has maintained the Property as set forth in this Deed, the restriction shall expire, and Grantor's reversionary interest shall terminate.

This restriction is a covenant which runs with the Property and inures to the benefit of and is binding upon the Parties, successors and permitted assigns of the Parties.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The consideration for this conveyance, per T.C.A. 67-4-409(a)(4) and (5), is $-0-.

James L. Phillips

S. DENISE HAGEWOOD STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

SUBSCRIBED AND SWORN TO before me this 29th day of May, 2013.

S. Denise Hagewood
Notary Public

My Commission Expires: March 3, 2015

My Commission Expires MAR. 3, 2015

This is unimproved property located at 35 N. Hill Street (Tract 1) and 33 N. Hill Street (Tract 2), Nashville, Davidson County, Tennessee.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE DESCRIPTION OF OR STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER, WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

WITNESS my hand this the 29TH day of MAY, 2013.

METROPOLITAN HOUSING AND DEVELOPMENT AGENCY

By: James L. Phillips
Name

Interim Ex. Director
Title

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Notary Public of the state and county mentioned, personally appeared James L. Thiltgen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of the Metropolitan Development and Housing Agency, the within named bargainor, a corporation, and that such president or officer as such Interim Executive Director executed the foregoing Quitclaim Deed for the purposes therein contained, by personally signing the name of the corporation as the Metropolitan Development and Housing Agency.

Witness my hand and seal, at office, in Nashville, TN, this the 29th day of May, 2013.

S. Denise Hagewood
NOTARY PUBLIC

My Commission Expires: March 3, 2015

S. DENISE HAGEWOOD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 3, 2015