Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
East Side Development Partners, LLC 2515 Nolensville Pike Nashville, Tennessee 37211	Map/Parcel Nos. 82-12-229.00, 82-12-230.00 and 82-12-231.00	SAME
This instrument prepared by: Bradley Arant Boult Cummings LLP (MBN) 1600 Division Street, Suite 700, Nashville, TN 37203		

BILL GARRETT, Davidson County
Trans:T20130083959 DEEDQC
Recvd: 09/27/13 15:53 4 pgs
Fees:22.00 Taxes:0.00
20130927-0102011

QUITCLAIM DEED

WHEREAS, Grantor (as defined below) owns certain real property more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference; and

WHERAS, the Property is subject to the East Bank Redevelopment Plan, as amended (the "Redevelopment Plan"), approved by Ordinance No. O96-163 and amended by Ordinance Nos. O99-1647 of the Metropolitan Council of the Metropolitan Government of Nashville and Davidson, Tennessee (collectively, the "Metropolitan Ordinance"); and

WHEREAS, Grantor, as defined below, is authorized pursuant to the Metropolitan Ordinance and the provisions of the Tennessee Housing Authorities Law, Tenn. Code Ann. § 13-20-101, et. seq, et. seq. (the "Act"), to sell the Property for redevelopment.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND IN CONSIDERATION of the sum of One Dollar ($1.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and a body corporate and politic organized under the Act (the "Grantor"), by these presents hereby sells, assigns, and quitclaims to EAST SIDE DEVELOPMENT PARTNERS, LLC, a Tennessee limited liability company (the "Grantee"), Grantee's successors and assigns, all of Grantor's right, title, and interest in and to the Property.

By acceptance of this Quitclaim Deed, Grantee, for itself, its successors and assigns, covenants that, as covenants running with the land, (i) Grantee will comply with the terms and requirements of the Redevelopment Plan and the Development Agreement between Grantor and Grantee, dated May 14, 2013, (ii) Grantee shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental of the Property (or any portion thereof), or in the use or occupancy of the Property or any improvements erected or to be erected thereon, and (iii) until the Metropolitan Housing and Development Agency Tax Increment Revenue Note (East Side Apartments Project), in the principal amount of $400,000.00, dated September 26, 2013 (the "TIF Note"), issued by Grantor for the benefit of Avenue Bank, a Tennessee bank (the "Lender") has been repaid in full, Grantee shall not take or support any action or contest any assessment or imposition of property taxes on the Property which would interfere with the ability of Grantor to meet its obligations under the TIF Note. Until the TIF Note has been repaid in full, Grantee hereby agrees not to contest or permit others to contest any prior assessment or imposition at or below the minimum amount required to enable Grantor to meet its tax increment

obligations and shall not initiate or permit others to initiate any contest of any future assessment or imposition unless Grantee first obtains Grantor's and Lender's consent in writing. Any request for approval by Grantor or Lender shall set forth the basis of any proposed contest and Grantee's proposed valuation of the Property. All purchasers of the Property (or any portion thereof including residential and commercial condominium units) within the Property and all other successors-in interest to Grantee shall be bound by these covenants, all of which shall run with the land and shall be binding upon Grantee and its successors and assigns, until the TIF Note has been repaid in full.

The Property is conveyed expressly subject to all limitations, restrictions, and encumbrances as may affect the Property.

Grantor certifies that all conditions precedent to the valid execution and delivery of this Quitclaim Deed on its part have been complied with and that all things necessary to constitute this Quitclaim Deed as valid, binding, and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Quitclaim Deed on its part have been and are in all respects authorized in accordance with applicable law.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed as of the 25TH day of September, 2013.

GRANTOR:

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____
James L. Thiltgen, Deputy Executive Director

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, 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 himself to be Deputy Executive Director of Metropolitan Development and Housing Agency, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, T.C.A. §§ 13-20-101, et sec., the within named bargainor, and that he as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Agency by himself as such Executive Director.

Witness my hand and seal, at office in Nashville, Tennessee, this the 25th day of September, 2013.

NOTARY PUBLIC

My commission expires: 3/3/2015

STATE OF TENNESSEE)
DAVIDSON COUNTY)

The actual consideration for this transfer is $0 for recording and transfer tax purposes.

AFFIANT

Subscribed and sworn to before me, this 26th day of September, 2013.

NOTARY PUBLIC

My commission expires: 8/17/15

7/3215635.2
063258-000000

EXHIBIT A

DESCRIPTION OF PROPERTY

TRACT NO. I

Map & Parcel 082-12-0-229.00 and 082-12-0-230.00

Land lying in Davidson County, Tennessee, more particularly described as follows:

Being Lot Nos. 30 and 31 on the Plan of Neill S. Brown's Addition to East Nashville, as of record in Book 57, page 33 and 50, Register's Office for said County.

Said Lot Nos. 30 and 31 adjoin and front together 100 feet on the northwesterly side of Main Street and run back between parallel lines 170 feet to an alley.

Being part of the same property conveyed to Metropolitan Development and Housing Agency by quitclaim deed from East Side Development Partners, LLC, of record in Instrument No. 20130927-0102010 in the Register's Office for Davidson County, Tennessee.

TRACT NO. II

Map & Parcel 082-12-0-231.00

Land in Davidson County, Tennessee, more particularly described as follows:

Being part of Lot No. 32 in Neill S. Brown's Addition to Edgefield, now East Nashville, as of record in Book 57, page 50, Register's Office for said County, and described according to a survey made by Barge, Waggoner & Sumner, Engineers, May 26, 1965, as revised October 17, 1966, as follows:

Beginning on an iron pin in the northerly margin of Main Street, as widened, and as shown on the plan of Dedication of Main Street, of record in Book 4175, page 94, said Register's Office, also being in the line between Lot Nos. 31 and 32; thence with the line between said Lots, North 24° 41' West, 160.00 feet to a concrete monument in the southerly margin of an alley; thence with the southerly margin of said alley, North 65° 12' East, 153.36 feet to an iron pin in the westerly margin of McFerrin Avenue; thence with the westerly margin of McFerrin Avenue, South 7° 22' West, 179.23 feet to an iron pin at the beginning of a curve; thence with said curve in a southwesterly direction with a radius of 17.50 feet, a distance of 17.68 feet to an iron pin in the northerly margin of Main Street as of the Plan of Dedication above mentioned; thence with the northerly margin of Main Street, South 65° 12' West, 43.58 feet to the beginning.

Being part of the same property conveyed to Metropolitan Development and Housing Agency by quitclaim deed from East Side Development Partners, LLC, of record in Instrument No. 20130927-0102010 in the Register's Office for Davidson County, Tennessee.