

PILOT AGREEMENT

THIS PILOT AGREEMENT (the “**PILOT Agreement**”) is made and entered into as of the 16.00 day of September, 2024, by and between the METROPOLITAN DEVELOPMENT AND HOUSING AGENCY (“**MDHA**”) and Northview Housing Development, LP (the “**Owner**”).

WITNESSETH:

WHEREAS, MDHA is a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, Tenn. Code Ann. §13-20-101, et seq., (the “**Act**”);

WHEREAS, §13-20-104(f) of the Act provides that a metropolitan government may delegate to a housing authority the authority to negotiate and accept in lieu of ad valorem taxes (“**In Lieu of Tax Payments**”) from a party that operates a low income housing tax credit (“**LIHTC**”) property, as such term is defined in the Act (a “**LIHTC Property**”) on property leased by such party from a housing authority;

WHEREAS, MDHA is the housing authority, as defined in the Act, for the Metropolitan Government of Nashville and Davidson County, Tennessee (the “**Metropolitan Government**”);

WHEREAS, by Ordinance No. BL2015-1281 as amended by Ordinance No. BL2016-334 (collectively, the “**PILOT Ordinance**”), the Metropolitan Government (i) authorized MDHA to negotiate and accept In Lieu of Tax Payments from lessees of LIHTC Property owned by MDHA, and (ii) approved MDHA’s program for determining qualifications and eligibility for such In Lieu of Tax Payments (the “**PILOT Program**”);

WHEREAS, Owner has acquired land located at 876 West Trinity Lane, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Project Site**”);

WHEREAS, Owner intends to develop a 254 unit apartment project, known as Burning Tree, on the Project Site and operate it as a LIHTC Property (the “**Project**”);

WHEREAS, MDHA is authorized by law and has deemed it necessary and desirable to acquire the Project Site for the purpose of facilitating the Project in accordance with the PILOT Program, the PILOT Ordinance and the Act;

WHEREAS, the Board of Commissioners of MDHA approved MDHA’s purchase of the Project Site and authorized the Executive Director of MDHA to take all actions on behalf of MDHA to undertake the following:

- (A) acquire the Project Site;
- (B) enter into a lease with Owner pursuant to which Owner will (i) lease the Project Site and the Project from MDHA with MDHA having the right to cause Owner to purchase the Project Site and the Project from MDHA upon expiration of the tenth (10th) Tax Year, (ii) rehabilitate the Project on the Project Site, and (iii) by recorded agreement, commit to operate the Project as a LIHTC Property in accordance with the requirements of the Internal Revenue Code and the Tennessee Housing Development Agency (“THDA”) for a minimum period of fifteen (15) years after the Project is complete (the “**Project Lease**”);
- (C) enter into this PILOT Agreement;
- (D) submit this PILOT Agreement to the Metropolitan Planning Commission to obtain a recommendation of approval or disapproval, as envisioned by the PILOT Ordinance;
- (E) submit this PILOT Agreement to the Metropolitan Council of the Metropolitan Government (the “**Metropolitan Council**”) for approval as required by the PILOT Ordinance; and
- (F) take such other action and execute such other documents as the Executive Director deems necessary or desirable to facilitate rehabilitation of the Project and the transactions described above consistent with this PILOT Agreement, the Act, the Project Lease, the Metropolitan Ordinance and the PILOT Program (including MDHA’s application and policies and procedures related thereto).

WHEREAS, MDHA intends to acquire the Project Site from Owner and will concurrently enter into the Project Lease; and

WHEREAS, Owner has agreed to make In Lieu of Tax Payments with respect to the Project as described herein.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, and as an inducement to Owner to rehabilitate the Project and operate the Project as LIHTC Property, MDHA and Owner agree as follows:

1. With respect to Project Site and the real property component of the Project, Owner shall make In Lieu of Tax payments to MDHA who will then remit the payment to the Metropolitan Government, as follows:

- (a) The In Lieu of Tax Payments shall be equal to the Applicable Ad

Valorem Taxes, as defined below, through and including the calendar year in which the rehabilitation of the Project is completed.

(b) Commencing on January 1st of the calendar year following the year in which the Project is placed into service (“**Tax Year 1**”) and each tax year subsequent to the Tax Year 1 (Tax Year 1 and each subsequent tax year being referred to herein as a “**Tax Year**”) through the tenth (10th) Tax Year, in Lieu of Tax Payments shall be as follows:

1	\$25,400
2	\$26,162
3	\$26,947
4	\$27,755
5	\$28,588
6	\$29,446
7	\$30,329
8	\$31,239
9	\$32,176
10	\$33,141

Subject to Section 1(e) below, the In Lieu of Tax Payments shall be fixed and shall not fluctuate with the amount of the assessment for the Project Site or the Project or the tax rate in effect for any Tax Year. The amount of the In Lieu of Tax Payments is approximately equal to \$100 per unit within the Project, with a three percent (3%) annual increase. In Lieu of Tax Payments for each Tax Year shall be paid when due but in any event not later than the date on which the Applicable Ad Valorem Taxes would become delinquent.

(c) After the tenth Tax Year, this Agreement shall expire and Owner shall pay 100% of the Applicable Ad Valorem Taxes.

(d) The term “**Applicable Ad Valorem Taxes**” shall mean any real property ad valorem taxes that, but for ownership of the Project Site and the Project by MDHA, would have been due and payable to the Metropolitan Government pursuant to Tenn. Code Ann. § 67-5-102 with respect to the Project Site and the Project.

(e) Notwithstanding anything contained herein to the contrary, if THDA or the IRS determines that the Project is not in compliance with LIHTC requirements and is therefore not operated as a LIHTC Property at any time during a Tax Year, and Owner has failed to cure such default within any specified cure period, Owner shall pay 100% of the Applicable Ad Valorem Taxes with

respect to such Tax Year.

(f) Notwithstanding anything contained herein to the contrary, Owner shall pay 100% of the Applicable Ad Valorem Taxes for the periods before Tax Year 1 and after Tax Year 10, if the Project Lease is in effect during such periods.

2. Commencing in Tax Year 1 and in each Tax Year subsequent through the (10th) Tax Year, Owner shall provide to MDHA an annual report not later than September 1st of each Tax Year containing the following information:

- (a) The value of the Project, as estimated by the Owner;
- (b) The date and remaining term of the Project Lease;
- (c) The amount of In Lieu of Tax Payments payable in such Tax Year;
- (d) The date in which the Project is scheduled to return to the regular tax rolls and be eligible to pay 100% of the Applicable Ad Valorem Taxes following the tenth (10th) Tax Year;
- (e) A calculation of the Applicable Ad Valorem Taxes for such Tax Year that, but for ownership of the Project Site and the Project by MDHA, would have been due and payable to the Metropolitan Government pursuant to Tenn. Code Ann. § 67-5-102 with respect to the Project Site and the Project;
- (f) A copy of the Owner's most recent Annual Certification as submitted to THDA, certifying compliance with LIHTC requirements; and
- (g) A copy of any monitoring or compliance reports provided by THDA to the Owner during such Tax Year.

3. Commencing with Tax Year 1 and each Tax Year thereafter, Owner shall pay to MDHA a monitoring and reporting fee to be set by MDHA but not to exceed five percent (5%) of the amount In Lieu of Tax Payment due with respect to such Tax Year (the "Annual MDHA Fee"). The Annual MDHA Fee shall be paid not later than fifteenth (15) day of such Tax Year. Unpaid amounts shall bear interest at the rate of four percent (4%) in excess of the average prime rate of interest published from time to time by the Federal Reserve or similar commonly accepted reporting organization if the Federal Reserve ceased to publish such information. Owner's failure to pay the Annual MDHA Fee within thirty (30) days after written notice from MDHA shall constitute a default under this PILOT Agreement in which event Owner shall pay 100% of the Applicable Tax Rate for such Tax Year instead of the In Lieu of Tax Payment set forth above.

4. Owner's payment of the In Lieu of Tax Payments shall satisfy the requirement in Tenn. Code Ann. § 67-5-206(a) that MDHA pay the Metropolitan Government for services, improvements or facilities furnished by the Metropolitan Government for the benefit of the Project.

5. This PILOT Agreement may not be assigned to any party other than the assignee of the lessee's interest under the PILOT Lease pursuant to an assignment that is made in accordance with the PILOT Lease, including MDHA consent requirements, if any, specified therein. Each permitted assignee shall assume Owner's obligations under this PILOT Agreement concurrent with the assignment of the PILOT Lease.

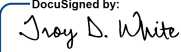
6. This PILOT Agreement shall be construed in accordance with the laws of the State of Tennessee, and if any one or more of the provisions of this PILOT Agreement shall be held invalid, illegal or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, legality or unenforceability shall not affect any other provision hereof, but this PILOT Agreement shall be construed the same as if such invalid, illegal or unenforceable provision had never been contained herein. This PILOT Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

7. This PILOT Agreement is subject to and conditioned upon (i) approval of this PILOT Agreement by the Metropolitan Council as required by the PILOT Ordinance, (ii) Owner's satisfaction of all conditions and requirements imposed by MDHA in connection this PILOT Agreement or the transaction contemplated herein, (iii) MDHA taking title to the Property and entering into a mutually acceptable Project Lease, and (iv) THDA's approval of the Project and allocation of low income housing tax credits, to the extent such approval or allocation has not been received as of the date of this PILOT Agreement.

8. MDHA shall remit all In Lieu of Tax Payments received in connection with the Project and/or the Project Lease to the Metropolitan Government within fifteen (15) days of receipt.

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the day and date first above written.


METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By:  _____
DocuSigned by:
1CA327FEFF2844E...

Title: Executive Director

Northview Housing Development, LP

By: Northview Housing Development G.P. LLC
Its: Class B Limited Partner

By:  _____
DocuSigned by:
3977364657054EF...

Title: Manager

Northview Housing Development, LP

By: Northview Housing Development G.P. LLC
Its: Class B Limited Partner

By:  _____
DocuSigned by:
6183602B51AE4B2...

Title: President

FILED WITH THE METROPOLITAN CLERK

Austin Kyle

Date

EXHIBIT A

The Land referred to herein below is situated in the County of Davidson described as follows:

PARCEL 1

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 39 ON J.B. HAYNIE'S 2ND ADDITION TO FREE SILVER PLAN AS OF RECORD IN BOOK 332, PAGE 46, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 39 FRONTS 210 FEET ON THE SOUTH SIDE OF LINCOLN STREET AND EXTENDS BACK BETWEEN PARALLEL LINES 414.86 FEET TO A DEAD LINE MEASURING 210 FEET THEREON.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM IS THE SOUTHERLY 50 FEET OF LOT 39, WHICH WAS CONVEYED TO MOSES LEONARD JONES, SR., BY DEED FROM T. F. PEACH AND WIFE, BESSIE PEACH, OF RECORD IN BOOK 2452, PAGE 518, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION THEREOF.

INCLUDED IN THE ABOVE DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM IS THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE FROM AUSTIN H. BURGETT AND WIFE, BLANCHE M. BURGETT, OF RECORD IN BOOK 8215, PAGE 760, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE.

RIGHT-OF-WAY

BEGINNING AT A POINT IN THE EXISTING SOUTHERN RIGHT-OF-WAY MARGIN OF TRINITY LANE, SAID POINT BEING THE NORTHEASTERN (SIC) CORNER OF THE AFOREMENTIONED BURGETT PROPERTY; THENCE WITH THE NORTHERLY BOUNDARY OF SAID BURGETT PROPERTY SOUTH 04 DEG. 42 MIN. 28.0 SEC. EAST 11.06 FEET, WITH A NEW LINE ON A POINT ON A CURVE TO THE LEFT, THE RADIUS OF WHICH IS 1396.39 FEET, A CENTRAL ANGLE OF 02 DEG. 04 MIN. 41. 7 SEC. AND AN ARC LENGTH OF 50.65 FEET TO A POINT; THENCE WITH SAID POINT NORTH 00 DEG. 35 MIN. 34.2 SEC. WEST 11.00 FEET, TO A POINT ON A CURVE TO THE RIGHT OF THE AFORESAID EXISTING SOUTHERN RIGHT- OF-WAY MARGIN OF TRINITY LANE, THE RADIUS OF WHICH IS 1407.39 FEET, A CENTRAL ANGLE OF 02 DEG. 01 MIN. 46.8 SEC. AND AN ARC LENGTH OF 49.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO BORN AGAIN CHURCH AND CHRISTIAN OUTREACH MINISTRIES, INC., A TENNESSEE NON-PROFIT CORPORATION BY SPECIAL WARRANTY DEED FROM DEBBIE R. BREWER OF RECORD IN INSTRUMENT NO. 200511280142841, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

PARCEL 2

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE SOUTH PART OF LOT NO. 38 ON THE MAP OF PART OF FREE SILVER PLAN, AS OF RECORD IN BOOK 332, PAGE 46, AS EXCLUDED BY BOOK 1681, PAGE 60.

SAID PART OF LOT NO. 38 FRONTS 105 FEET MORE OR LESS ON THE SOUTH SIDE OF LINCOLN STREET OR YOUNGS LANE, ALSO KNOWN A WEST TRINITY LANE, AND RUNS BACK BETWEEN PARALLEL LINES 405.86 FEET MORE OR LESS TO A DEAD LINE IN THE REAR.

BEING THE SAME PROPERTY CONVEYED TO BORN AGAIN CHURCH AND CHRISTIAN OUTREACH MINISTRIES, INC., A TENNESSEE NONPROFIT CORPORATION, BY WARRANTY DEED FROM HORACE FENTRESS OF RECORD IN INSTRUMENT NO. 200802110013575, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

PARCEL 3

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE?? DESCRIBED AS FOLLOWS; TO-WIT:

BEING PART OF LOTS NO. 22 AND 37 ON THE MAP OF FREE SILVER PLAN, AS OF RECORD IN BOOK 332, PAGE 46, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND DESCRIBED ACCORDING TO A SURVEY MADE BY PARRISH ENGINEERS, INC., DATED JUNE 8, 1966, AS FOLLOWS:

BEGINNING AT AN IRON STAKE IN THE SOUTH MARGIN OF WEST TRINITY LANE, FORMERLY LINCOLN STREET, IN THE CENTER OF AN UNNAMED STREET OR ROAD AS SHOWN ON THE PLAN OF FREE SILVER, AS OF RECORD IN BOOK 332, PAGE 46; THENCE ALONG THE CENTER OF SAID ROAD OR AVENUE, SOUTH 1 DEG. EAST 176.6 FEET TO AN IRON STAKE; THENCE SOUTH 89 DEG. WEST 432.85 FEET TO AN IRON STAKE IN THE LINE BETWEEN LOTS 22 AND 37; THENCE WITH THE LINE BETWEEN SAID LOT NO. 37 AND 23, AND ALONG AN OLD FENCE AND STONE WALL, SOUTH 1 DEG. EAST 123.1 FEET TO AN IRON PIPE; THENCE ALONG THE LINE OF LOT NO. 36, AND CONTINUING ALONG AN OLD STONE WALL AND WIRE FENCE, SOUTH 82 DEG. 30 MINUTES WEST 305.2 FEET TO AN IRON STAKE; THENCE WITH THE LINE BETWEEN LOTS 37 AND 38, AND ALONG AN OLD STONE WALL, AND WIRE FENCE, NORTH 9 DEG. WEST 384.2 FEET TO AN IRON STAKE ON THE SOUTH MARGIN OF WEST TRINITY LANE; THENCE WITH THE MARGIN OF THE SAME, EAST 46.9 FEET; CONTINUING WITH SAID LANE, NORTH 85 DEG. 59 MINUTES EAST 208.09 FEET; CONTINUING EAST WITH SAID LANE 64.45 FEET THENCE SOUTH 10 FEET TO AN OFFSET PORTION IN SAID LANE; CONTINUING EAST WITH SAID LANE, 301.84 FEET TO A POINT; THENCE NORTH 10 FEET TO AN OFFSET POINT IN SAID LANE; CONTINUING EAST WITH SAID LANE, 166.42 FEET TO THE POINT OF BEGINNING.

INCLUDED BUT EXPRESSLY EXCLUDED THEREFROM:

BEING LOT NO. 22, ON THE MAP OF FREE SILVER PLAN AS OF RECORD IN PLAT BOOK 332, PAGE 46, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE ACCURATE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO BORN-AGAIN CHURCH, A TENNESSEE CORPORATION, BY DEED FROM MORRIS LEVINE AND SAMUEL L. HESSA OF RECORD IN BOOK 7431, PAGE 220, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

AND,

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NO. 37 ON THE MAP OF HAYNIES SECOND FREE SILVER PLAN OF RECORD IN BOOK 332, PAGE 46, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

RIGHT-OF-WAY: BEGINNING AT A POINT IN THE EXISTING SOUTHERN RIGHT-OF-WAY MARGIN OF TRINITY LANE, SAID POINT BEING THE NORTHEASTERN CORNER OF THE AFOREMENTIONED LEVINE AND HESSA PROPERTY; THENCE WITH THE NORTHERLY BOUNDARY OF SAID LEVINE AND HESSA PROPERTY S02 DEG. 49 MINUTES 26.0 SECONDS W, 11.03 FEET WITH A NEW LINE TO A POINT ON A CURVE TO THE RIGHT, THE RADIUS OF WHICH IS 5,765.58 FEET, A CENTRAL ANGLE OF 01 DEG. 09 MINUTES 0.1 SECONDS, AND AN ARC LENGTH OF 115.72 FEET; THENCE WITH SAID POINT N82 DEG. 13 MINUTES 53.0 SECONDS W, 200.07 FEET, TO A POINT ON A CURVE TO THE LEFT, THE RADIUS OF WHICH IS 1,396.39 FEET, A CENTRAL ANGLE OF 01 DEG. 55 MINUTES 38.9 SECONDS, AND AN ARC LENGTH OF 46.98 FEET TO A POINT ON THE WESTERLY PROPERTY LINE OF SAID LEVINE AND HESSA PROPERTY; THENCE WITH SAID WESTERLY PROPERTY LINE N04 DEG. 42 MINUTES 28.0 SECONDS W, 11.19 FEET TO A POINT ON A CURVE TO THE RIGHT OF THE AFORESAID EXISTING SOUTHERN RIGHT-OF-WAY MARGIN OF TRINITY LANE, THE RADIUS OF WHICH IS 1,407.39 FEET, A CENTRAL ANGLE OF 02 DEG. 00 MINUTES 40.5 SECONDS, AND AN ARC LENGTH OF 49.40 FEET TO A POINT; THENCE FROM SAID POINT S82 DEG. 13 MINUTES 52.7 SECONDS E, 200.06 FEET TO A POINT ON A CURVE TO THE LEFT, THE RADIUS OF WHICH IS 5,754.58 FEET, A CENTRAL ANGLE OF 01 DEG. 08 MINUTES 33.9 SECONDS, AND AN ARC LENGTH OF 114.77 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE BY DEED OF RECORD IN BOOK 8317, PAGE 562, SAID REGISTER'S OFFICE.

BEING THE SAME PROPERTY CONVEYED TO BORN AGAIN CHURCH AND CHRISTIAN OUTREACH MINISTRIES, A TENNESSEE CORPORATION, BY WARRANTY DEED FROM MORRIS LEVINE AND SAMUEL HESSA OF RECORD IN BOOK 11670, PAGE 269, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

PARCEL 4

TRACT 1

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING A PART OF LOTS NO. 39 AND 40 ON THE MAP OF PART OF THE FREE SILVER PLAN, SHOWING SECOND ADDITION, AS OF RECORD IN BOOK 332, PAGE 46, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEGINNING AT A POINT WHICH IS THE SOUTHWESTERLY CORNER OF LOT NO. 40 AND SAID POINT IS ALSO THE NORTHWESTERLY CORNER OF LOT NO. 36 HEREIN ABOVE MENTIONED; THENCE IN AN EASTERLY DIRECTION ALONG THE LINE, WHICH IS THE NORTHERLY LINE OF LOT NO. 36 AND THE SOUTHERLY LINE OF LOT NO. 40 AND THE SOUTHERLY LINE OF LOT NO. 39, 315 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF LOT NO. 39; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE WHICH IS THE WESTERLY LINE OF LOT NO. 38 AND THE EASTERLY LINE OF LOT NO. 39, 50 FEET TO A POINT; THENCE IN A GENERAL WESTERLY DIRECTION ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF LOT NO. 39 AND THE SOUTHERLY LINE OF LOT 40, 315 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF LOT NO. 40 AND SAID LINE IS ALSO THE EASTERLY LINE OF AN UNNAMED STREET; THENCE FROM SAID POINT AND ALONG SAID LINE WHICH IS THE EASTERLY LINE OF AN UNNAMED STREET IN A GENERAL SOUTHERLY DIRECTION 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT 2

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING A PART OF LOT NO. 36 ON THE MAP OF PART OF THE FREE SILVER PLAN, SHOWING SECOND ADDITION, AS OF RECORD IN BOOK 332, PAGE 46, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF LOT NO. 36 FRONTS 25 FEET ON THE EASTERLY SIDE OF ROY STREET AND RUNS BACK 315 FEET, MORE OR LESS, ON ITS NORTHERLY LINE ALONG THE SOUTHERLY LINES OF LOTS 40 AND 39 OF SAID PLAN AND 315 FEET MORE OR LESS, ON ITS SOUTHERLY LINE TO AN IRREGULAR LINE IN THE REAR.

BEING THE SAME PROPERTY CONVEYED TO BORN AGAIN CHURCH AND CHRISTIAN OUTREACH MINISTRIES, INC., A TENNESSEE NON-PROFIT CORPORATION, BY WARRANTY DEED FROM WARREN E DEAN, IV AND KIMBERLY Y DEAN OF RECORD IN INSTRUMENT NO. 200601060001921, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

PARCEL 5

LAND IN DAVIDSON COUNTY, TENNESSEE BEING PART OF LOT NO. 36 ON THE MAP OF FREE SILVER, AS OF RECORD IN BOOK 332, PAGE 46, REGISTER'S OFFICE FOR SAID COUNTY, AS FOLLOWS:

BEGINNING ON THE EASTERLY MARGIN OF ROY STREET AT THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO ANNIE DEAN BY DEED FROM TOM LUSTER AND WIFE, OF RECORD IN BOOK 3822, PAGE 976, SAID REGISTER'S OFFICE; THENCE WITH THE EASTERLY MARGIN OF SAID ROY STREET NORTH 11 DEGREES 45' WEST 50 FEET TO AN IRON PIN; THENCE NORTH 80 DEGREES 30' EAST 320.5 FEET; THENCE NORTH 14 DEGREES 05' WEST 25.8 FEET TO A STAKE AT OLD FENCE CORNER; THENCE NORTH 82 DEGREES 30' EAST 416 FEET TO AN OLD IRON PIN BY OTHERS; THENCE SOUTH 1 DEGREE 40' WEST 280.5 FEET TO AN OLD IRON PIN BY OTHERS; THENCE NORTH 80 DEGREES 30' WEST 338.3 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO BEN KEELING AND WIFE, OF RECORD IN BOOK 3459, PAGE 421, SAID REGISTER'S OFFICE; THENCE WITH SAID KEELING'S EASTERN BOUNDARY LINE NORTH 14 DEGREES 05' WEST 64 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO WALTER A. MURRAY AND WIFE, OF RECORD IN BOOK 3537, PAGE 349, SAID REGISTER'S OFFICE; THENCE WITH SAID MURRAY'S EASTERN BOUNDARY LINE NORTH 14 DEGREES 05' WEST 75 FEET TO THE SOUTHEAST CORNER OF THE SAID ANNIE DEAN PROPERTY; THENCE WITH SAID DEAN'S EASTERN BOUNDARY LINE NORTH 14 DEGREES 05' WEST 75.47 FEET TO SAID DEAN'S NORTHEAST CORNER; THENCE WITH SAID DEAN'S NORTHERN BOUNDARY LINE SOUTH 80 DEGREES 30' WEST 321.9 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO BORN AGAIN CHURCH AND CHRISTIAN OUTREACH MINISTRIES, INC., BY WARRANTY DEED FROM MAX PUCKETT OF RECORD IN BOOK 10064, PAGE 393, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: UCC Northview, LLC

Project Name: Northview

Location of the Project: 876 West Trinity Lane
Nashville, TN 37207

Name of the Federal Program to which the applicant is applying: 4% LIHTC

Name of Certifying Jurisdiction: MDHA

Certifying Official of the Jurisdiction Name: Emel Alexander

Title: Director of Community Development

Signature: 

Date: 9/18/2024



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201
615.862.7150
615.862.7209

Memo

To: MDHA
From: Metropolitan Nashville Planning Department
Date: November 6, 2023
Re: Planning Commission Recommendation for PILOT Agreement

This memo fulfills the Planning Commission obligations as outlined in the MDHA Housing Tax Credit PILOT Program General Program Description which was attached as Exhibit A to BL2016-435. The memo consists of two parts.

PART I: RECOMMENDATION ON GENERAL PLAN CONSISTENCY

Project: **Born Again Senior Living** (070070087 070070088 070070096 070070113 070070089 and part of 070070108)
864, 867, 876 W. Trinity Lane, 0 Lincoln Street, 0, 811 Roy Street,
254 multi-family units
Units average to 60% AMI

Zoning: One and Two-Family Residential (R8) requires a minimum 8,000 square foot lot and is intended for single-family dwellings and duplexes at an overall density of 5.79 dwelling units per acre.

Policy:

T4 Urban Residential Corridor (T4 RC) is intended to maintain, enhance, and create urban residential corridors. T4 RC areas are located along prominent arterial-boulevard or collector-avenue corridors that are served by multiple modes of transportation and are designed and operated to enable safe, attractive, and comfortable access and travel for all users. T4 RC areas provide high access management and are served by moderately connected street networks, sidewalks, and existing or planned mass transit.

Supplemental Policy: Haynes Trinity – is intended to encourage active transportation in an area that is underserved with connections and circulation options, such as trails, bike paths, and sidewalks. Trail Oriented Development is a design concept that takes advantage of and leverages infrastructure that supports active ways of getting around.

Project Details:

The 5.91 acre site is located on the south side of W Trinity Lane, west of Whites Creek Pike. The site has 687 feet of frontage along W Trinity Lane. The surrounding properties are zoned R8 with RS 7.5 and a SP across the street allowing 427 multi family units.

The plan includes 254 multi-family units in 2 structures. Amenity space is approximately 19,800 square feet along with 15,00 square feet of community space. Vehicular access to the site is proposed from W Trinity Lane. A connection is planned for Roy Street in the rear of the property and a stub out to the existing church parking lot extends to the east. There will be 148 surface parking spaces and 212 structure parking spaces. Structures are 5 stories in height along W Trinity Lane and lower to 2 story in the rear of the site. The site plan shows new sidewalks along the We Trinity Lane and a divided road with sidewalks coming into the site to meet the new extension of Roy Street.

The proposal includes 60 2-bedroom units, 68 one-bedroom units. All units will average out to the required 60% AMI.

Planning Department Analysis:

The policy in the proposed development area is Urban Residential Corridor (T4 RC). The highest density zoning supported would be RM40-A which would yield 236 units. A reasonable accommodation for the use has been granted by the Zoning Administrator under the Religious Land Use and Institutionalized Persons Act. The structures are predominantly 5 stories while the policy in the area states that buildings should generally be one to three stories. However, it is in Tier 3 Center and consideration for additional height can be given based a variety of conditions. Planning finds the following conditions apply to this site:

- Proximity to other policies and the role of the buildings in transitioning to other policies (the buildings lower in height in the rear abutting less intense policy)
- Height of surrounding structures and impact on historical structures (The SP across the street will allow up to 5 stories in 65 feet, there are no adjacent historic structures)
- Contribution made to overall corridor (strong streetscape is planned along W Trinity and through the site)
- Prominence of street or intersection (Located along an Arterial Boulevard with major separated bikeway planned)
- Use of increased setbacks or stepbacks (a large green space is provided in front of both buildings)
- Extent to which workforce or affordable housing is provided (project is affordable housing)

The intent of the Urban Residential Policy is to maintain, enhance, and create urban residential corridors that support predominantly residential land uses. The proposed project is residential.

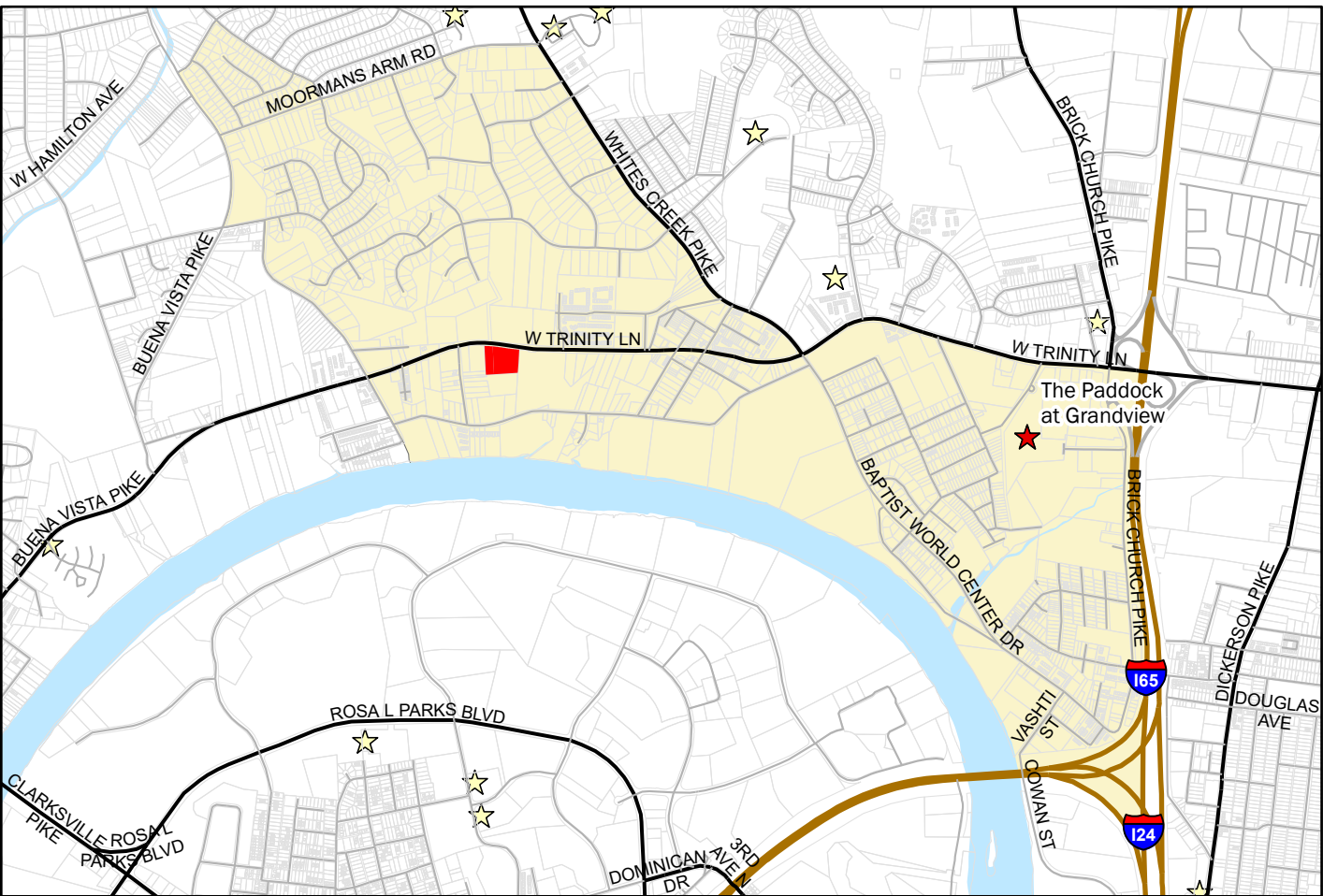
The Haynes Trinity Small Area Plan supplemental policy applies to this area. The plans calls for a linear riverfront park and greenway and neighborhood connector pathways to reach the park. This proposed development shows the beginning of the neighborhood connector pedestrian path through it's center to the proposed linear riverfront park and greenway. The supplemental policy also strongly encourages connectivity within the area and the proposed plan extends a local street in the rear creating the desired connectivity.

Planning Determination: The proposed development is consistent with the NashvilleNext adopted general plan and the Community Character Policies.

**PART II: LIST OF FEDERALLY SUBSIDIZED MULTI-FAMILY PROPERTIES WITHIN THE
CENSUS TRACT**

See attached map.

Federally Subsidized Multi-Family Projects within Census Tract 47037012702



- Tract 47037012702
- Born Again Senior Living
- Federal affordable housing in tract
- Other Federal affordable housing units

Development Name	Units
The Paddock at Grandview	240



Source :
 U.S Census Bureau &
 Nashville Planning
 November 2023

