

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 12/01/20

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): An ordinance approving a Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14th Avenue North (Map/Parcel Nos. 081150273, 081150272). (Proposal No. 2020M-026AG-001).

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: 2020M-026AG-001

Proposing Department: Metro Housing Trust Fund Commission Requested By: _____

Affected Department(s): Public Property Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____ Date to Finance Director's Office: _____ APPROVED BY FINANCE DIRECTOR'S OFFICE: _____
Approved by OMB: _____ Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	

ADMINISTRATION	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
Approved by Administration: _____	Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

November 13, 2020

To: Hannah Davis, Mayor's Office

Re: 1507 B 14th Ave N Tri-Party Agreement
Planning Commission Mandatory Referral #2020M-026AG-001
Council District #21 – Brandon Taylor, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request to approve a Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14th Avenue North (Map/Parcel Nos. 081150273, 081150272).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or [615-862-7208](tel:615-862-7208).

Sincerely,

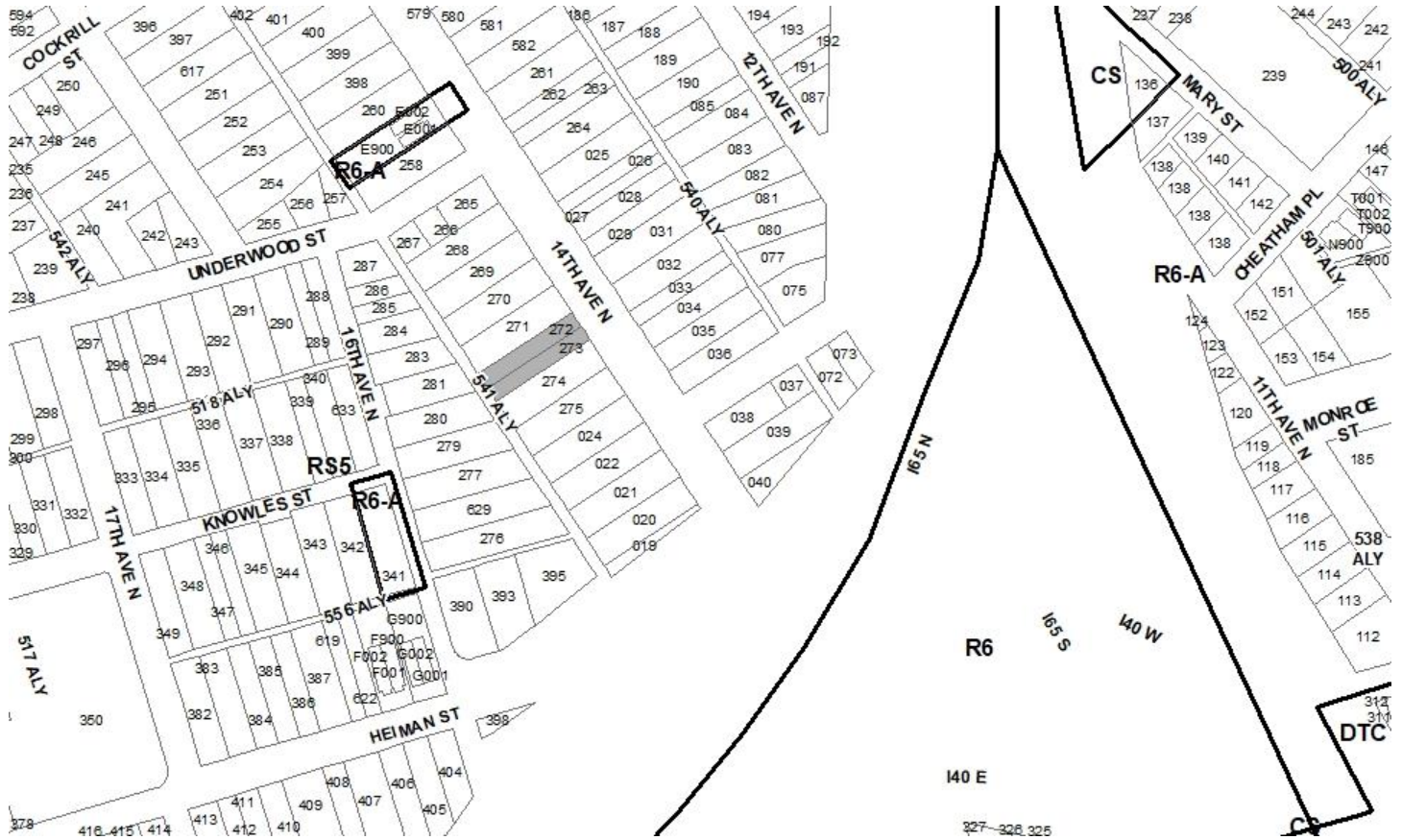
A handwritten signature in black ink that reads "Robert Leeman".

Robert Leeman, AICP
Deputy Director
Metro Planning Department

cc: *Metro Clerk, Elizabeth Waites*

Re: 1507 B 14th Ave N Tri-Party Agreement
Planning Commission Mandatory Referral #2020M-026AG-001
Council District #21 – Brandon Taylor, Council Member

A request to approve a Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14th Avenue North (Map/Parcel Nos. 081150273, 081150272).



Ordinance No. _____

An ordinance approving a Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14th Avenue North (Map/Parcel Nos. 081150273, 081150272). (Proposal No. 2020M-026AG-001).

WHEREAS, Metropolitan Council Resolution No. RS2020-239 authorized the transfer of the real property located at 1507B 14th Avenue North, Nashville (“1507B”), to Affordable Housing Resources, Inc. (“AHR”), for purposes of constructing affordable and workforce housing; and,

WHEREAS, Resolution No. RS2020-239 also approved a grant agreement between the Metropolitan Government of Nashville and Davidson County and AHR, for purposes of constructing affordable and workforce housing; and,

WHEREAS, as required by Resolution No. RS2020-239, 1507B is encumbered by a Deed Restriction and Declaration of Restrictive Covenants, requiring that the property be used for affordable and workforce housing; and,

WHEREAS, TaylorMade Contracting LLC (“TaylorMade”), owns the property located at 1507A 14th Avenue North, Nashville (“1507A”); and,

WHEREAS, due to error, TAYLORMADE built on 1507B instead of 1507A; and,

WHEREAS, TaylorMade and AHR desire to exchange properties, whereby 1507B will be conveyed to TaylorMade, and 1507A will be transferred to AHR.

WHEREAS, the parties have negotiated the terms of the transfer of 1507A and 1507B, as reflected in the Tri-Party Agreement attached hereto.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14th Avenue North (Map/Parcel Nos. 081150273 & 081150272), attached hereto and incorporated herein, is hereby approved.

Section 2. Amendment Number one to the grant contract approved by Resolution RS2020-239, between the Metropolitan Government of Nashville and Davidson County and Affordable Housing Resources, Inc., attached hereto and incorporated herein, is hereby approved.

Section 3. The Director of Public Property Administration or designee is authorized to execute such documents as are customary and necessary to carry out the intent of this ordinance.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

DocuSigned by:

Trael Webb

Trael Webb, Director
Public Property Administration

APPROVED AS TO AVAILABILITY OF FUNDS:

Member(s) of Council

DocuSigned by:

Kevin Crumbo

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Macy Amos

Macy Amos
Assistant Metropolitan Attorney

Tri-Party Agreement-1507A & 1507B 14th Ave. N.

**TRI-PARTY AGREEMENT CONCERNING 1507A AND 1507B 14th AVENUE NORTH,
NASHVILLE, TENNESSEE**

This Tri-Party Agreement (“Agreement”) is made, entered into by and among THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (“METRO”), AFFORDABLE HOUSING RESOURCES, INC. (“AHR”), a Tennessee nonprofit corporation, and TAYLORMADE CONTRACTING LLC (“TAYLORMADE”), a Tennessee Limited Liability Company. Metro, AHR and TAYLORMADE are collectively referred to herein as the “Parties”.

WHEREAS, Metropolitan Council Resolution Number RS2020-239 authorized the transfer of the real property located at 1507B 14th Avenue North, Nashville (“1507B”), to AHR for purposes of constructing affordable and workforce housing; and,

WHEREAS, as required by Resolution Number RS2020-239, 1507B is encumbered by a Deed Restriction and Declaration of Restrictive Covenants, requiring that the property be used for affordable and workforce housing; and,

WHEREAS, TAYLORMADE owns the property located at 1507A 14th Avenue North, Nashville (“1507A”); and,

WHEREAS, due to error, TAYLORMADE built on 1507B instead of 1507A; and,

WHEREAS, TAYLORMADE and AHR desire to exchange properties, whereby 1507B will be conveyed to TAYLORMADE, and 1507A will be transferred to AHR.

NOW, THEREFORE, in exchange of the mutual promises of the Parties as set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. This Agreement shall be effective only upon approval of the Metropolitan Council.
2. After approval of the Metropolitan Council, the following transactions shall occur at closing:
 - a. TAYLORMADE shall convey 1507A (Parcel No. 081150273), to METRO.
 - b. METRO shall convey 1507A to AHR, for purposes of constructing affordable and workforce housing.
 - c. The deed conveying 1507A to AHR shall contain the following Deed Restriction:

“IN THE EVENT THE GRANTEE, AFFORDABLE HOUSING RESOURCES, INC., DOES NOT DEVELOP THE PROPERTY FOR THE PURPOSE OF AFFORDABLE AND WORKFORCE HOUSING BY MARCH 15, 2025, THEN THE HEREIN DESCRIBED PROPERTY SHALL REVERT BACK TO THE DIVISION OF PUBLIC PROPERTY OF THE METROPOLITAN

Tri-Party Agreement-1507A & 1507B 14th Ave. N.

GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, FREE AND CLEAR OF ANY CLAIMS OF THE GRANTEE.”

- d. The Declaration of Restrictive Covenants, attached hereto, shall be recorded on 1507A.
 - e. AHR shall convey 1507B (Parcel No. 081150272), to TAYLORMADE.
 - f. METRO, through its Director of Public Property Administration, shall record a Release of Deed Restriction on 1507B.
 - g. METRO, through its Director of Public Property Administration, shall record a Release of Declaration of Restrictive Covenants on 1507B.
3. The closing of the transactions described in Section 2 shall occur within 90 days of the approval of this Agreement by the Metropolitan Council.
 4. TAYLORMADE is responsible for transfer taxes and recording fees.
 5. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
 6. Any action arising from this Agreement shall be brought in the Circuit or Chancery Courts of Davidson County, Tennessee.
 7. No modification, waiver, amendment, or change of this Agreement shall be valid unless it is approved by the Metropolitan Council.
 8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

[SIGNATURES ON FOLLOWING PAGE]

Tri-Party Agreement-1507A & 1507B 14th Ave. N.

IN WITNESS WHEREOF, the parties have caused this Tri-Party Agreement to be executed by their respective authorized officials.

AFFORDABLE HOUSING RESOURCES:

By: _____
(Signature)

Print Name

Title

TAYLORMADE CONTRACTING LLC:

By: _____
(Signature)

Print Name

Title

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
By: Traci Webb
Director, Public Property Administration

Approved as to Availability of Funds by:
DocuSigned by:
Kevin Crumboltz
Director of Finance

Approved as to Form and Legality by:
DocuSigned by:
Macy Amos
Metropolitan Attorney

Tri-Party Agreement-1507A & 1507B 14th Ave. N.

IN WITNESS WHEREOF, the parties have caused this Tri-Party Agreement to be executed by their respective authorized officials.

AFFORDABLE HOUSING RESOURCES:

By: 
(Signature)

Dan Eaton
Print Name

Director of Housing Development
Title

TAYLORMADE CONTRACTING LLC:

By: _____
(Signature)

Print Name

Title

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: _____
Director, Public Property Administration

Approved as to Availability of Funds by:

Director of Finance

Approved as to Form and Legality by:

Metropolitan Attorney

Tri-Party Agreement-1507A & 1507B 14th Ave. N.

IN WITNESS WHEREOF, the parties have caused this Tri-Party Agreement to be executed by their respective authorized officials.

AFFORDABLE HOUSING RESOURCES:

By: _____
(Signature)

Print Name

Title

TAYLORMADE CONTRACTING LLC:

By: Phillip Taylor
(Signature)

Phillip Taylor
Print Name

President
Title

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: _____
Director, Public Property Administration

Approved as to Availability of Funds by:

Director of Finance

Approved as to Form and Legality by:

Metropolitan Attorney

This Instrument Prepared By:
Metropolitan Housing Trust Fund Commission
1 Metropolitan Courthouse
Nashville, Tennessee 37201

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (“Declaration”) is made by the Metropolitan Government of Nashville and Davidson County (“Metro”) by and through the Metro Housing Trust Fund Commission (“Commission”). This Declaration applies to the real property located at 1507A 14th Avenue North, Nashville, TN 37208 (“Property”).

RECITALS

WHEREAS, Metro has provided funds to develop the Property; and,

WHEREAS, the intent of Metro in providing the funds is to create affordable housing on the Property for persons of low income; and,

WHEREAS, subsequent purchasers will benefit from the limitation on the purchase price which this Covenant requires; and,

WHEREAS, the intent of the Grantor is to preserve through this Declaration the affordability of the Property for persons of low-income citizens of Davidson County.

Declaration

Now, therefore, for and in consideration of the matters set forth in the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, by this Declaration, does declare the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, restrictions, easements, charges, liens and agreements set forth in this Declaration, which shall run with the Property and be binding on all parties having any right, title or interest in any of the Property or any part thereof and their heirs, successors and assigns.

1. **Definitions.**

- a. “Affordability Period” shall mean the period of time commencing upon the filing of this Declaration with the Metropolitan Government of Nashville and Davidson County Register of Deeds and continuing in effect for a period of twenty (20) years thereafter.
- b. “Annual Income” shall have the same meaning as in HUD regulations found in 24 CFR part 5, entitled “General HUD Program Requirements; Waivers”.
- c. “Area” means the metropolitan statistical area that includes Davidson County, Tennessee.
- d. “Area Median Income” means the median annual income for a family of four for the Area most recently published by the United States Department of Housing and Urban Development (“HUD”).

- e. “Certificate of Eligibility” means a certificate issued by the Metropolitan Government, the Developer, or a HUD-certified counseling agency confirming that the holder of the certificate is a Qualified Household.
- f. “Developer” means the entity to which the Metropolitan Government first conveys the Property or funds with which that entity has agreed to construct or provide affordable housing.
- g. “Developer Loan” means a written agreement between an Owner and the Developer or another party pursuant to which the Owner receives a loan for the purposes of purchasing the Property but is not required to make monthly payments or otherwise repay the loan until the Owner sells or transfers the Property. Provided, however, that during the Affordability Period, a Developer Loan shall be assumable upon sale or transfer at the option of the buyer or transferee.
- h. “Housing Costs” means all housing-related expenses, including mortgage principal and interest (based on a 30-year mortgage loan equal to the purchase price and the current Wall Street Journal Prime rate of interest), taxes, homeowner and private mortgage insurance, assessments, and homeowners' fees, as applicable. A one-time payment that will be due under the terms of a Developer Loan upon the sale or transfer of the Property shall not be considered a Housing Cost.
- i. “HUD” means the United States Department of Housing and Urban Development.
- j. “Maximum Sale Price” means the price at which a buyer’s monthly Housing Costs would not exceed 30% of the buyer’s monthly income for a buyer whose annual income is equal to 80% of the Area Median Income at the time of the sale. Provided, however, that in no event will the Maximum Sales Price be less than the actual price paid for the Property by the current Owner plus any increase in the price for the Property using the formula set forth above between the date that the current Owner purchased the Property and the date the current Owner sells the Property.
- k. “Owner” means the legal owner of the Property other than the Developer.
- l. “Mortgagee” means a lender who acquires a valid recorded security interest in connection the Owner’s acquisition of the Property.
- m. “Presumed Household Size” means the product of 1.5 and the number of bedrooms shown on plans submitted and approved by permit for any development built on the Property, rounded up to the nearest whole number.
- n. “Qualified Household” means a household that at the time of applying for a Certificate of Eligibility meets the following requirements to become an Owner: (i) has Annual Income that does not exceed 80 percent of the Area Median Income for the Area for homeownership developments and does not exceed 60 percent of the Area Median Income for rental developments, as determined by HUD, with adjustments for smaller and larger families as described in greater detail in the Affordability Requirements

paragraph, and (ii) whose purchase of the Property meets the requirements to qualify as affordable homeownership housing under the Home Investment Partnerships Program pursuant to 24 CFR §92.254.

2. **Requirement of Title.** Compliance with the provision of this Declaration shall be deemed to be a requirement of title. The Property may not be transferred to any person or entity other than a Qualified Household except as otherwise provided in this Declaration.
3. **Affordability Requirements.** Throughout the Affordability Period, no Property shall be sold except to a Qualified Household for use by an Owner solely as a principal residence. Qualified Household determinations shall be made in accordance with 24 CFR §92.2 and §92.217. The 2019 income limits for homebuyer projects adjusted according to family size are provided in the table below for illustrative purposes. These income limits are updated annually by HUD, and the determination of whether an Owner qualifies as a Qualified Household shall be made based on the most recently published annual income limits when qualifying a potential buyer.

2019 INCOME LIMITS

Nashville-Davidson—Murfreesboro—Franklin, TN MSA

	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
80% Income Limit	\$44,800.00	\$51,200.00	\$57,600.00	\$64,000.00	\$69,150.00	\$74,250.00	\$79,400.00	\$84,500.00

During the Affordability Period, an Owner desiring to sell, dispose of or otherwise convey the Property, shall so notify the Developer and the Commission in writing (the "Conveyance Notice"). The Owner is responsible for finding a homebuyer ("Homebuyer") who meets the requirements of a Qualified Household. The sale to the Homebuyer must occur within six (6) months of completion of the income determination. The HUD Exchange web site provides an income eligibility calculator that can be used to perform an initial assessment to determine income eligibility. The link below contains a guide for using this income eligibility calculator:

https://www.hudexchange.info/resources/documents/CPDIncomeEligibilityCalculator_User%20Manual_Version2.0.pdf

During the Affordability Period, and except as otherwise provided in this Declaration, the Property may not be sold for a price that exceeds the Maximum Sale Price.

4. **Use During the Affordability Period.** During the Affordability Period: (i) compliance with the requirements of this Declaration may be verified by the Commission or its agent or

contractor annually, and an Owner shall cooperate fully with such verification; (ii) every residential unit must be occupied for at least 10 months each year except with the Commission's express written consent; (iii) and the Property may only be used as a principal residence of the Owner. The improvements shall be maintained by the Owner in good, clean and livable condition, and Owner shall be responsible for the timely payment of (i) hazard insurance for the full replacement cost of all improvements on the Property, and (ii) all taxes, assessments and fees accruing on the Property.

5. **Permitted Structures.** Throughout the Affordability Period, only structures permitted in residentially zoned areas of the Metropolitan Government may be built upon the Property.
6. **Debt and Refinance Limitations.** If an Owner desires to obtain or refinance any loan (a "Loan") to be secured by the Property, and such Loan will cause that Owner's total indebtedness to exceed the original purchase price paid by that Owner for the Property, then not less than 45 days prior to obtaining or refinancing the Loan, Owner shall submit to the Commission a copy of the proposed loan's terms. The Commission will approve the Loan unless The Commission reasonably objects to the terms.
7. **Foreclosure.** The holder of record of any mortgage or other encumbrance on the Property (each a "Mortgagee") and Owner of the Property shall comply with the following provisions upon foreclosure proceedings or similar remedial action pursuant to its mortgage or other encumbrance:

(a) The Owner shall provide permission to the Mortgagee for the Mortgagee to notify Metro and the Developer in the event of any default for which Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"). This notice shall be sent by Mortgagee to Metro and the Developer according to the notice provision of this Agreement, not less than ninety (90) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner shall also deliver a copy of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to any instrument relating to a mortgage or encumbrance to Metro and the Developer promptly upon receipt.

(b) Developer shall have the first right of refusal and option to purchase the Property for a price not to exceed the outstanding balance of the delinquent mortgage, costs associated with collection actions taken up to the purchase date and agreed upon closing costs. At the conclusion of ten (10) days, Developer will provide Metro written notice as to its decision to exercise or refuse its option to purchase the Property. In the event Developer refuses its option to purchase the Property, Metro shall have the second right of refusal and option to purchase the property for a price not to exceed the outstanding balance of the delinquent mortgage, costs associated with collection actions taken up to the purchase date, and agreed upon closing costs. At the conclusion of the sixty (60) days after receipt of the Foreclosure Notice, if neither Metro nor Developer exercises its option to purchase the Property, Metro will provide written notice thereof to Mortgagee, upon the receipt of which the Mortgagee

may proceed with its right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this declaration shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter.

(c) In the event of purchase of the Property by the Developer, the Developer shall promptly notify Metro in writing of the purchase and diligently seek to sell the Property to a Qualified Household. Should the designee be unable to find a Qualified Household to buy or lease the Property despite a good faith effort, including listing the Property with a licensed real estate agent for at least one hundred twenty (120) days, then Metro shall have the option to purchase the Property from the Developer for the total purchase amount paid by the Developer to the Mortgagee. If Metro declines its option to purchase the Property from the Developer, the Developer may then sell the Property to a household that does not meet the income-based requirements of a Qualified Household (“Ineligible Household”).

8. **Conveyance by Operation of Law.** In the event that an ownership interest in a Property is transferred by operation of law, death, divorce, court order or other similar occurrence, the person or persons (“Transferee”) to whom the Property is transferred shall, within 60 days after such transfer becomes effective (the effective date of the transfer being the “Transfer Date”), notify Developer and the Commission in writing of the transfer and either (1) obtain a Certificate of Eligibility, (2) promptly and diligently seek to sell the Property to a Qualified Household, (3) sell the Property to the Developer for a price not to exceed the outstanding balance of the first and second mortgages and agreed upon closing costs. Developer shall notify Metro of its decision to exercise or refuse its option to purchase within ten (10) days of the Transfer Date. In the event Developer declines its option to purchase the Property, Metro shall have a right to purchase the property for a price not to exceed the outstanding balance of the first and second mortgages and agreed upon closing costs. In the event neither Metro nor Developer exercises its option to purchase the Property, Transferee shall be entitled to maintain ownership of the Property or sell the property to a household that does not meet the income-based requirements of a Qualified Household (“Ineligible Household”). Should a Transferee who is required to sell the Property fail to do so within 120 days after the Transfer Date, such Transferee or owner shall notify Metro in writing (“Transfer Notice”) of such fact, which shall constitute a breach of this Declaration.

In the event of purchase of the Property by the Developer, the Developer shall promptly notify Metro in writing of the purchase and diligently seek to sell the Property to a Qualified Household. Should the Developer be unable to find a Qualified Household to buy or lease the Property despite a good faith effort, including listing the Property with a licensed real estate agent for at least one hundred twenty (120) days, then Metro shall have the option to purchase the Property from the Developer for the total purchase amount paid by the Developer to the Transferee. If Metro declines its option to purchase the Property from the Developer, the Developer may then sell the Property to an Ineligible Household.

9. **Prohibition on Discrimination.** No person shall, on the grounds of race, color, sex, religion, sexual orientation or national origin, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination with regard to the sale, lease, rental, use or occupancy of the Property.
10. **Severability.** The invalidity of any clause, part, provision or section of these Restrictive Covenants shall not affect the validity of the remaining portions herein.
11. **Notices.** Notice required by this Declaration to be given to the Commission shall be delivered to:

Metro Housing Trust Fund Commission
Office of the Mayor
1 Public Square, Suite 100
Nashville, TN 37201

Notices required by this Declaration to be given to the Developer shall be delivered to:

Affordable Housing Resources
50 Vantage Way
Nashville, TN 37228

Notices required by this Declaration to be given to a Mortgagee shall be delivered to the notice address on the deed of trust given to the Mortgagee.

Notices required by this Declaration to be given to an Owner or Transferee shall be delivered to the Property.

Any notices, demands or requests that may be given under this Declaration shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the entities and parties in interest at the addresses designated above, or such other addresses as may be specified by any party (or its successor) by such notice. Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

12. **Amendment.** The Commission shall have the right to amend, modify or release this Declaration by an instrument recorded with the office of the Davidson County Register of Deeds, provided that any amendment or modification shall not impose materially greater obligations on, nor materially diminish the rights of, Developer, Owner, or any Mortgagee. Without limitation, the Metropolitan Government shall have the right to establish or change resale restrictions for any Property subject to this Declaration, subject to the foregoing proviso.
13. **Compliance with Applicable Laws.** Any person or entity claiming an interest in any Property covered by this Declaration shall comply with all applicable federal, state or local

laws, statutes, ordinances, codes, rules, regulations, as may be amended from time to time. For clarification, despite the fact that various HUD regulations and regulations regarding HUD programs, such as the Home Investment Partnership Program, are referenced in this Declaration, said regulations are incorporated only for convenience in establishing commonly understood affordability requirements and do not apply generally to the Property. Instead, such regulations apply only to the extent explicitly set forth in this Declaration.

- 14. **Breach and Enforcement.** In the event of a breach or violation of this Declaration, the Commission shall have the right to take such enforcement action as it determines may be necessary, including, without limitation, the right to seek:
 - a. injunctive or other equitable relief;
 - b. disgorgement of sale proceeds attributable to a sale in violation of this Declaration;
 - c. rescission of any sale in violation of this Declaration; and
 - d. specific performance.

- 15. **Governing Law and Venue.** This Declaration shall be governed by the laws of the State of Tennessee. No action arising out of this Declaration shall be brought except in the Chancery or Circuit Courts of Davidson County, Tennessee.

THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY, TENNESSEE BY:

**Trael Webb, Director
Public Property Administration**

**STATE OF TENNESSEE)
COUNTY OF DAVIDSON)**

Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared **Trael Webb**, with whom I am personally acquainted and who, upon their oath, acknowledged them to be the Director of Public Property Administration of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, and that they, as such Director, being authorized to do so, executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, **20**_____.

Notary Public

My Commission Expires: _____

**AMENDMENT #1 TO GRANT CONTRACT
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
AFFORDABLE HOUSING RESOURCES**

This Grant Contract Amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, (hereinafter referred to as "**Metro**") and **AFFORDABLE HOUSING RESOURCES** (hereinafter referred to as "**Recipient**").

The Grant Contract between Metro and Recipient, approved by Resolution No. RS2020-239, is hereby amended as follows, effective upon approval of the Metropolitan Council:

1. The first paragraph of the Grant Contract is hereby revised by deleting the property described as "08115027200 1507B 14th Ave. N" and replacing it with the property described as "08115027300 1507A 14th Ave. N".

The other terms and provisions of the Grant Contract not amended herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Contract Amendment to be executed by duly authorized officials.

Recipient: Affordable Housing Resources

By: 

Chief Executive Officer

Date: 2/16/20

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:

DocuSigned by:

Gina Emmanuel

11/23/2020

Gina Emmanuel, Chair
Metropolitan Housing Trust Fund Commission

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo

11/25/2020

Kevin Crumbo, Director
Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb

11/25/2020

Balogun Cobb, Director
Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Macy Amos

11/25/2020

Macy Amos, Assistant
Assistant Metropolitan Attorney

Date

OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date