G-204520

WARRANTY DEED

BOOK 4307 PAGE 137

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Div of Public Prop. Adm. (NAME)	Same as New Owner (NAME)	8DA-50700
Rm. 701, Metro Ct House (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 116-6 P/O Par. 1 PW
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Seventy-Three Thousand and NO/100 ($73,000.00)----------*DOLLARS* and other good and valuable considerations as hereinafter set out.

We, the H. G. Hill Realty Company

.....*have bargained and sold, and by these presents do transfer and convey unto the said* Metropolitan Government of Nashville & Davidson County, Tennessee, its representatives .....*heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Land in Davidson County, Tennessee, being part of Lot No. 3 on the Plan of Cheatham Homestead, as of record in Book 161, page 90, Register's Office for said County and described according to a survey made by E. L. Miller, Jr., and Company, dated June 4, 1968, as follows:

BEGINNING at a concrete monument in the Northerly boundary of Davidson Road, being the Southeast corner of the property of Hillwood Country Club, as conveyed by deed from H. G. Hill Realty Company, as of record in Book 2648, page 502; thence with the boundary of said Country Club property around a curve having a radius of 25 feet, Northeasterly 39.27 feet to a monument; thence continuing with said Country Club property, North 8° East 630 feet to a point on a wooden bridge; thence leaving said Country Club property South 65° 50' East 668.5 feet to a point; thence South 80° 00' East 178.0 feet to a point; thence South 8° 00' West 463 feet to a hub and tack in the Northerly margin of Davidson Road; thence with the margin of the same, North 82° 00' West 845 feet to the point of beginning.

BEING part of the property vested in H. G. Hill Realty Company, by deed from M. L. Fletcher and wife, as of record in Book 904, page 384, Register's Office for Davidson County, Tennessee.

It is expressly understood and agreed by and between H. G. Hill Realty Company, its successors and assigns, and the Metropolitan Government of Nashville and Davidson County, Tennessee (Grantee), its agents, successors and assigns, that said land is expressly conveyed subject to the following covenants and agreements running with the land for a period of 25 years from and after November 1, 1968:

1. Said land shall be used only for the purpose of erecting, operating and maintaining a Public School (Kindergarten through 8th Grade).

(cont'd on back)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $_____

Subscribed and sworn to before me, this the _____ day of _____ Affiant

_____ 19____

My commission expires: _____ (Affix Seal) _____ Notary Public

2. At any time when Grantee receives a firm offer to purchase the whole or any part of said premises at a price and on terms Grantee is willing to accept, Grantee shall notify H. G. Hill Realty Company thereof in writing, duly stamped, addressed and mailed to H. G. Hill Realty Company, and enclosing a duplicate original or photocopy of such offer; and H. G. Hill Realty Company shall have 30 days after the date such notice is postmarked in which to notify Grantee that it accepts, whereupon H. G. Hill Realty Company shall become bound to complete purchase of said land according to the terms of such offer. In event of failure to agree on a closing date, the sale shall be closed at the Office of H. G. Hill Realty Company at 12:00 o'clock, noon, on the tenth day (Saturdays, Sundays and Legal Holidays excepted) after the acceptance notice of H. G. Hill Realty Company is posted in the United States mail, duly stamped and addressed to Grantee.

3. There is hereby reserved a strip of land 20 feet in width extending along the West and North boundary lines of said above described property for the entire length of said lines, which shall be and is hereby reserved for public utility purposes to serve the land hereby conveyed or any adjacent or other lands, but such shall not prevent other uses by Grantee which do not interfere with such use for public utility purposes.

4. Grantee, at its expense, shall immediately erect along the entire length of the East, North and West boundary lines of said tract and thereafter shall maintain in a first-class condition continuous steel fencing, at least 4 feet in height, and plant and maintain ornamental shrubbery and trees along the fence lines so as to screen the premises herein conveyed from public view across the East, North and West boundary lines of the property.

5. No building shall be erected or maintained on said tract closer than 100 feet to the Northerly boundary of Davidson Road, nor closer than 50 feet to the East, West, or North boundary line of said property and no parking area or drive shall be closer than 25 feet to any boundary line except those portions of driveways leading to and from Davidson Road.

6. The architectural style and materials of all buildings erected on said tract shall be of a general appearance, design, construction and material so as to be harmonious with existing residences in the neighborhood.

7. Any School maintained on the property shall bear the name Horace Greely Hill School.

unimproved ( )
This is improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town) .....

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Metropolitan Government of Nashville & Davidson County, Tennessee, its representatives ~~heirs~~ *and assigns, forever.*

And we *do covenant with the said* Metropolitan Government of Nashville & Davidson County *that* we are *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.*

And we, the H. G. Hill Realty Company

do further covenant and bind ourselves/our assigns ~~heirs~~ *and representatives, to warrant and forever defend the title to the said land to the said* Metropolitan Government of Nashville & Davidson County, Tennessee, its ~~representatives~~ ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand* s *this* 2nd *day of* January, *19*67, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

H. G. HILL REALTY COMPANY

By: [signature]

Attest: [signature]
Secretary and Treasurer

BOOK 1307 PAGE 139

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named.....

.....

.....

the bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., Tennessee, this..... day of....., 19.....

....., *Notary Public.*

Commission Expires.....

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named.....

.....

.....

the bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., this..... day of....., 19.....

....., *Notary Public.*

Commission Expires.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Mrs. Eunice Robertson, *a Notary Public of the State and County aforesaid, personally appeared* H. G. Hill, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* president *of the* H. G. Hill Realty Company, *the within named bargainor, a corporation, and that* he *as such* president, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself *as* president.

Witness my hand and seal, at office in Nashville Tennessee,
this 30th *day of* January, 19 69.

Mrs. Eunice Robertson
Notary Public

Commission Expires July 28, 1970

NOTARY PUBLIC DAVIDSON COUNTY

G-204520

WARRANTY DEED

FROM

H. G. Hill Realty Company

TO

Metropolitan Government of Nashville & Davidson County, Tennessee

A 29066

↑

'IDENTIF. REFERENCE'

FEB 3 11 34 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

FEB-3 W'DEED A* 6.00 * 6.00