19276

WARRANTY DEED

BOOK 5176 PAGE 453

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
McRedmond Brothers, Inc.	Same	82-10 4
(NAME:)	(NAME:)	
1631 Elm Hill Pike		05W 00005
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37210		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Sixteen Thousand Five Hundred and No/100 ($16,500.00) ---------- *DOLLARS*

JUL 28 77 CONV 16,500.00
JUL 28 77 S'TAX B* 42.90
JUL 28 77 PR'FEE B* .50
JUL 28 77 W'DEED B* 6.00 * 49.40

THIS INSTRUMENT PREPARED BY:
Metro Legal Department
Metro Court House
Nashville, TN 37201

E 16896

IDENTIF. REFERENCE T

JUL 28 9 15 AM '77

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

The Metropolitan Government of Nashville & Davidson County, Tennessee ..... *have bargained and sold, and by these presents do transfer and convey unto the said* McRedmond Brothers, Inc., their 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, fronting 170 feet on the easterly side of First Avenue North, being the southerly 70 feet of Lot No. 29 in the Hugh McGavock's Plan, as of record in Book 21, page 77, Register's Office and the northerly 100 feet of Lot No. 6 of Balch and Whiteside's Addition, as of record in Minute Book "D", page 734 of the Circuit Court for said County, described as follows:

BEGINNING at a point in the east margin of First Avenue North, where the line of the north margin of the 61 foot easement granted for the Jefferson Street Bridge intersects the east margin of said First Avenue North, said beginning point being located 143 feet southwardly from the northwest corner of Lot No. 30 of said Hugh McGavock's Plan; running from the beginning point southwardly along the east margin of said First Avenue North, 106 feet to an iron pin; thence with the east margin of First Avenue North, South 5° east 64 feet to an iron pin (the frontage on First Avenue North being 170 feet); running thence eastwardly parallel to Jefferson Street Extended 246 feet to the low water mark in Cumberland River; thence northwardly with the low water mark in Cumberland River, 171 feet to a point where the line of the North margin of the 61 foot easement aforesaid strikes the low water mark, this point being about 149 feet up the River from Swift and Company's Lot; thence with the north margin of said easement westwardly 265 feet, more or less to the point of beginning.

Being property conveyed to City of Nashville, by deed from S. A. Hynes, as of record in Book 962, page 358, said Register's Office.

The Metropolitan Government of Nashville and Davidson County, Tennessee, retains all access rights to and from the Jefferson Street Bridge.

A Permanent Easement is herein retained by the Metropolitan Government of Nashville and Davidson County, its agents, servants and/or contractors, Utility Companies operating under Franchise from the Metropolitan Government for the right to enter,

construct, operate, maintain, repair, rebuild, enlarge and patrol its now existing or future sewer facilities together with their appurtenances and doing of any and all things necessary and incidental thereto and described as follows:

> BEGINNING at the Southwest corner of the aforedescribed property, said point being the Easterly margin of First Avenue, North; thence along the Easterly margin of First Avenue, North 37 feet, more or less, to a point; thence in a Southeasterly direction, 39 feet, more or less, to a point in the Southerly margin of the aforedescribed property; thence along the southerly margin of the aforedescribed property, 20 feet to the point of beginning.

That, in the event there is proposed any construction over and above said Easement that said construction shall be done in accordance with the requirements and approval of the Director of the Department of Water and Sewerage Services.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $16,500.00.

Subscribed and sworn to before me,
this 27th day of July, 1977.

Notary Public
My commission expires: 10-29-77

---

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 McRedmond Brothers, Inc., their representatives ..... *heirs and assigns, forever.*

And we *do covenant with the said* McRedmond Brothers, Inc. ..... *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 Metropolitan Government of Nashville and Davidson County, Tennessee *do further covenant and bind* our *heirs and representatives, to warrant and forever defend the title to the said land to the said* McRedmond Brothers, Inc., their representatives *heirs and assigns against the lawful claims of all persons whomsoever. Witness* its *hand this* 30 th *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.*

BY: Beverly Bailey
Beverly Bailey, Mayor

IN WITNESS WHEREOF, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, has caused this instrument to be executed by the Mayor, duly authorized in Metropolitan County Council Resolution No. 67-113, so to act on its behalf, this 30th day of January, 1967.

Approved as to Form and Legality:

Thomas J. Carlton Jr.
Asst Metro Attorney

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.

By: Beverly Briley
Beverly Briley Mayor

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Beulah M. Martin, a Notary Public in and for the State and County aforesaid, personally appeared Beverly Briley, with whom I am personally acquainted and who, upon his oath, acknowledged himself to be the Mayor of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, by the said Mayor, as such.

Witness my hand and official seal at Nashville, Tennessee, this the 30th day of January, 1967

NOTARY PUBLIC DAVIDSON CO. TENN.

Beulah M. Martin
Notary Public

My commission expires: Aug. 19, 1970