Prepared By:
Tom G. Coleman, Jr.
Attorney at Law
9000 East Church St.
Brentwood, TN 37027

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
ROXWELL J. LAKOTA, ETUX (NAME:)	SAME (NAME:)	Map 129-12
6514 Highway 100 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 94
Nashville, TN 37205 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	7DZ-1495

AFFIDAVIT OF OWNERSHIP BOOK 6156 PAGE 819

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Dr. Jay G. Hamilton and wife, Sharlene S. Hamilton, after being duly sworn, state according to law as follows:

1. They acquired ownership and title to certain property located in Davidson County, Tennessee by deed from Reese Contracting Co., a Tennessee corporation, on November 2, 1953 in Book 2203, Page 197, Register's Office for Davidson County, Tennessee. The property was described as follows:

Land in Davidson County, Tennessee, being the South 188 feet front and 200 feet rear of Lot No. 1 of Block C" on the Revised Plan of Highlands of Belle Meade No. 2, of record in Book 843, Page 18, Register's Office for said County.
Said part of said lot fronts 188 feet on the westerly side of Highway No. 100 and runs back 100 feet on the South line and 128 feet, more or less, on the north line to the easterly right of way line of the Nashville, Chattanooga & St. Louis Railroad, on which it measures 200 feet.
Being the same property conveyed to Dr. Jay G. Hamilton and wife, Sharlene S. Hamilton by deed from Reese Contracting Co., a Tennessee corporation of record in Book 2203, Page 197, Register's Office for Davidson County, Tennessee.

2. The above description, by only referring to a subdivision and Lot No., failed to embrace all the land that they were intended to receive through the purchase. The parcel of land in question lies on the westerly side of Highway 100. Said property is bound on the south by property conveyed to Robert King and wife, Grace King in Book 4423, Page 214, Register's Office for Davidson County, Tennessee. The King's deed recites land by metes and bounds without reference to any subdivision plat and does not include any of the land which was acquired and owned by the Hamiltons.

The L & N Railroad right of way in the rear line of the property and the description, shown in Figure No. 3 of this Affidavit, and the survey, a copy of which is attached and marked Exhibit "A", shows the location of the rear line of this property and the distance on the North and South lines to the right of way of Highway 100.

CHECK 4903

The property is bound on the North by property acquired by Cloyd Arnold and wife, Patricia Arnold in Book 5111, Page 293, Register's Office for Davidson County, Tennessee and does not include any of the land which was acquired and owned by the Hamiltons.

3. The correct description of the Hamilton's land is described as follows and as shown in the survey marked Exhibit "A" to this Affidavit:

Land in the 7th Civil District of Davidson County, Tennessee, being described according to a survey made by Turner Engineering Co., Inc., dated September 29, 1983, a portion of which is part of Lot 1, Block "C" on the revised Plan of Highlands of Belle Meade No. 2 of record in Book 843, Page 18, Register's Office for said County, as follows:

Beginning at an old iron pin in the westerly margin of State Highway No. 100 and being the south~~east~~ EAST corner of subject property and the ~~North~~east corner of property conveyed to Robert King and wife, Grace King in Book 4423, Page 214, said Register's Office, thence N 54° 58' W with Kings northerly line 120.57 feet to a new concrete monument in the right of way of the L & N Railroad; thence with the L & N Railroad right of way N 28° 48' E 224.68 feet to a new iron pin which is a corner to Cloyd Arnold and wife, Patricia Arnold, whose source of title is Book 5111, Page 293, said Register's Office; thence with Arnold's southerly line S 64° 37' 20" E 146.65 feet to a metal fence post in the westerly margin of State Highway No. 100; thence with the westerly margin of same S 34° 56' 30" W 247.9 feet to the point of beginning.

Being the same property conveyed to Dr. Jay G. Hamilton and wife, Sharlene S. Hamilton by deed from Reese Contracting Co. of record in Book 2203, Page 197, Register's Office for Davidson County, Tennessee and vested in Dr. Jay G. Hamilton by deed from Sharlene S. Hamilton of record in Book 4758, Page 315, said Register's Office and being the same property conveyed to Roxwell J. Lakota and wife, Loretta Lakota by deed from Dr. Jay G. Hamilton and wife, Sharlene S. Hamilton of record in Book 5905, Page 829, said Register's Office.

Said property is subject to easement of record in Book 3762, Page 326, said Register's Office, easement of record in Book 4444, Page 577, said Register's Office, terms and conditions contained in Exceptions to Easement of record in Book 4590, Page 699, said Register's Office and to restrictive covenants contained in deed of record in Book 1360, Page 217, said Register's Office.

4. The Hamilton's are immediately following the filing of this Affidavit in the Register's Office for Davidson County, Tennessee with the filing of a Deed of Correction to the subsequent purchasers, Roxwell J. Lakota and wife, Loretta Lakota, who by deed of record in Book 5905, Page 829, said Register's Office, received an incomplete description of the land being sold by the Hamiltons and purchased by the Lakotas.

5. The Hamiltons say that as of November 2, 1983, they and the Lakotas will have had color of title and have been in exclusive and uninterrupted possession of the land described in Figure No. 3 of this Affidavit and without others making any claims and have paid taxes for each of the 30 years and exercised all rights of ownership and during

this period of time the land has been under fence and the adjoining property owners, the Kings and Arnolds, deeds do not embrace any of the land owned and possessed by the Hamiltons and Lakotas which is described in Figure No. 3.

6. The Kings, Hamiltons and Arnolds deeds have a common source of title and it was the intent that all the land shown in Figure No. 3 be conveyed to the Lakotas.

7. Color of title has been shown in the Hamilton chain of deeds and easements as follows:

(A) The Hamiltons, by separate deed in Book 2270, Page 485, said Register's Office, purchased on March 9, 1954, from their common Grantor, Reese Contracting Co., the adjacent land now owned by the Arnolds which is to the North of the subject tract as described in Figure No. 3 and in this deed it showed the depth of the land to be 136 feet next to the northerly line of and extending to the L & N Railroad instead of lesser footage as shown in Figure No. 1.

(B) The property on the south acquired by the Kings in Book 4423, Page 214, said Register's Office shows their north line being South 55° East 125.5 feet which corresponds to the distance described in the description in Figure No. 1.

Since Reese Contracting Co. was a common Grantor in the Kings chain of title and a common Grantor in th Hamiltons chain of title there appears an intent to convey to the Hamiltons all the land within their natural boundaries. That after 30 years there is an assurance of title under Tennessee Code Annotated 28-2-105 which is shown in full in Figure No. 8.

(C) On January 14, 1964 the Hamiltons gave an Easement for Sanitary Sewers and/or Storm Drainage in Book 3702, Page 326, said Register's Office. This document is attached and marked Exhibit "B".

This instrument shows on its face that the easement commenced 29.2 feet from the L & N right of way next to Bush's line (now King) and showed its beginning at a common corner of Bush (now King) and Hamilton. Therefore giving color of title and intent to the common line between the Bush (now King) and Hamilton properties thereby establishing the southerly

boundary of the Hamilton property as shown in the description used in Figure No. 3 instead of Figure No. 1.

This description shown in the easement and the drawing attached thereto reflects ownership in the Hamiltons and Lakotas as shown in the survey of September 29, 1983 marked Exhibit "A".

(D) On August 14, 1970 the Hamiltons again entered into an Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4444, Page 577 said Register's Office and on February 25, 1972 they entered into Exceptions to Easement of record in Book 4590, Page 699, said Register's Office, and made collectively Exhibit "C" to this Affidavit.

These documents show on their face the Metropolitan Government of Nashville and Davidson County, Tennessee recognizing the Hamiltons right to contract as owners of all the land described in Figure No. 3 and this is further shown on the drawing of record in Book 4444 on Page 579. This constitutes color of title as in Book 4444 on Page 577, second paragraph from the bottom, it recites that the Hamiltons "are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance". The Metro Government then stated that the land where the Easement lies was to remain the Hamiltons property. This reflects color of title and possession in the Hamiltons to the land described in Figure No. 3.

(E) Both the Hamilton and Lakota deeds recite that the depth of the property extends to the L & N Railroad right of way and that this distance was only determined with certainty when ascertained in the most recent survey and examination of right of way maps by Turner Engineering Co., Inc. on September 29, 1983.

(F) The Hamilton's deed of record in Book 2203, Page 197, said Register's Office has a fade out on the number of feet and width contained in the first paragraph of the legal description and there is a probability of a typographical error and the Grantor in said deed no longer exists.

(G) The Hamiltons say that at all times during the past 30 years noone has ever made any claim to any portion of said land described in Figure No. 3 and as shown on the survey marked Exhibit "A" and they, having color of title and through themselves and the Lakotas paying the

land taxes and possessing the land fenced, and without any of the land described within the adjoining owner deeds and for a period of 30 years, that there arises the presumption of a lost grant and all other persons are now prohibited by the following sections of Tennessee Code Annotated from disturbing their title and possession:

28-2-101. Adverse possession--State conveyance.--(a) Any person having had, by himself or those through whom he claims, seven (7) years' adverse possession of any lands, tenements, or hereditaments, granted by this state or the state of North Carolina, holding by conveyance, devise, grant, or other assurance of title, purporting to convey an estate in fee, without any claim by action at law or in equity commenced within that time and effectually prosecuted against him, is vested with a good and indefeasible title in fee to the land described in his assurance of title.

(b) No title shall be vested by virtue of such adverse possession, unless such conveyance, devise, grant, or other assurance of title shall have been recorded in the register's office for the county or counties in which the land lies during the full term of said seven (7) years' adverse possession.

28-2-102. Action barred after seven years.--On the other hand, any person, and those claiming under him neglecting for the said term of seven (7) years to avail themselves of the benefit of any title, legal or equitable, by action at law or in equity, effectually prosecuted against the person in possession, under recorded assurance of title, as in 28-2-101, are forever barred.

28-2-103. Seven year period runs from time right accrued--Extent of possession.--(a) No person or anyone claiming under him shall have any action, either at law or in equity, for the recovery of any lands, tenements or hereditaments, but within seven (7) years after the right of action accrued.

(b) No possession of lands, tenements or hereditaments shall be deemed to extend beyond the actual possession of an adverse holder until the muniment of title, if any, under which such adverse holder claims such lands, tenements or hereditaments is duly recorded in the county in which the lands are located.

28-2-105. Adverse possession--Assurance of title.--Any person holding any real estate or land of any kind or any legal or equitable interest therein, and such person and those through whom he claims having been in adverse possession of same for seven (7) years, where said real estate is held and claimed by him or those through whom he claims by a conveyance, devise, grant, a decree of a court of record, or other assurance of title purporting to convey an estate in fee, and such conveyance, devise, grant, or other assurance of title, has been recorded in the register's office of the county in which the land lies for a period of thirty (30) years or more, is vested with an absolute and indefeasible title to such real estate or interest therein.

28-2-109. Presumption of ownership from payment of taxes.--Any person holding any real estate or land of any kind, or any legal or equitable interest therein, who has paid, or who and those through whom he claims have paid, the state and county taxes on the same for more than twenty (20) years continuously prior to the date when any question arises in any of the courts of this state concerning the same, and who has had or who and those through whom he claims have had, his deed, conveyance, grant or other assurance of title recorded in the register's office of the county in which the land lies, for said period of more than twenty (20) years, shall be presumed prima facie to be the legal owner of said land.

28-2-110. Action barred by nonpayment of taxes.--(a) Any person having any claim to real estate or land of any kind, or to any legal or equitable interest therein, the same having been subject to assessment for state and county taxes, who and those through whom he claims have failed to have the same assessed and to pay any state and county taxes thereon for a period of more than twenty (20) years, shall be forever barred from bringing any action in law or in equity to recover the same, or to recover any rents or profits therefrom in any of the courts of this state;

(b) This section shall not apply to persons under eighteen (18) years of age or to persons or unsound mind if suit shall be brought by them, or any one claiming through them, within three (3) years after the removal of such disability.

The undersigned hereby agree to hold harmless Roxwell J. Lakota and wife, Loretta Lakota and the Attorneys Title Co., Inc. from any loss resulting from any subsequent conveyance and the issuance of title insurance to the Lakotas or any subsequent purchaser or mortgage company, by the Attorneys Title Co., Inc. as a result of using the description shown in Figure No. 3 of this Affidavit.

Wherefore the parties hereto have hereunto affixed their signatures this 13th day of October, 1983.

Jay G. Hamilton
DR. JAY G. HAMILTON

Sharlene S. Hamilton
SHARLENE S. HAMILTON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Dr. Jay G. Hamilton and wife, Sharlene S. Hamilton, first being duly sworn, say that they are the Declarants in the foregoing Affidavit of Ownership and that the facts stated therein are true to the best of their knowledge, information and belief.

Jay G. Hamilton
DR. JAY G. HAMILTON

Sharlene S. Hamilton
SHARLENE S. HAMILTON

Sworn to and subscribed before me, this the 13th day of October, 1983, at Nashville, Tennessee.

Tom D. Coleman
NOTARY PUBLIC

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My commission expires: July 21, 1984

BOOK 6156 PAGE 824

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said state and county, DR. JAY G. HAMILTON AND WIFE, SHARLENE S. HAMILTON, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 13th day of October, 1983.

NOTARY PUBLIC

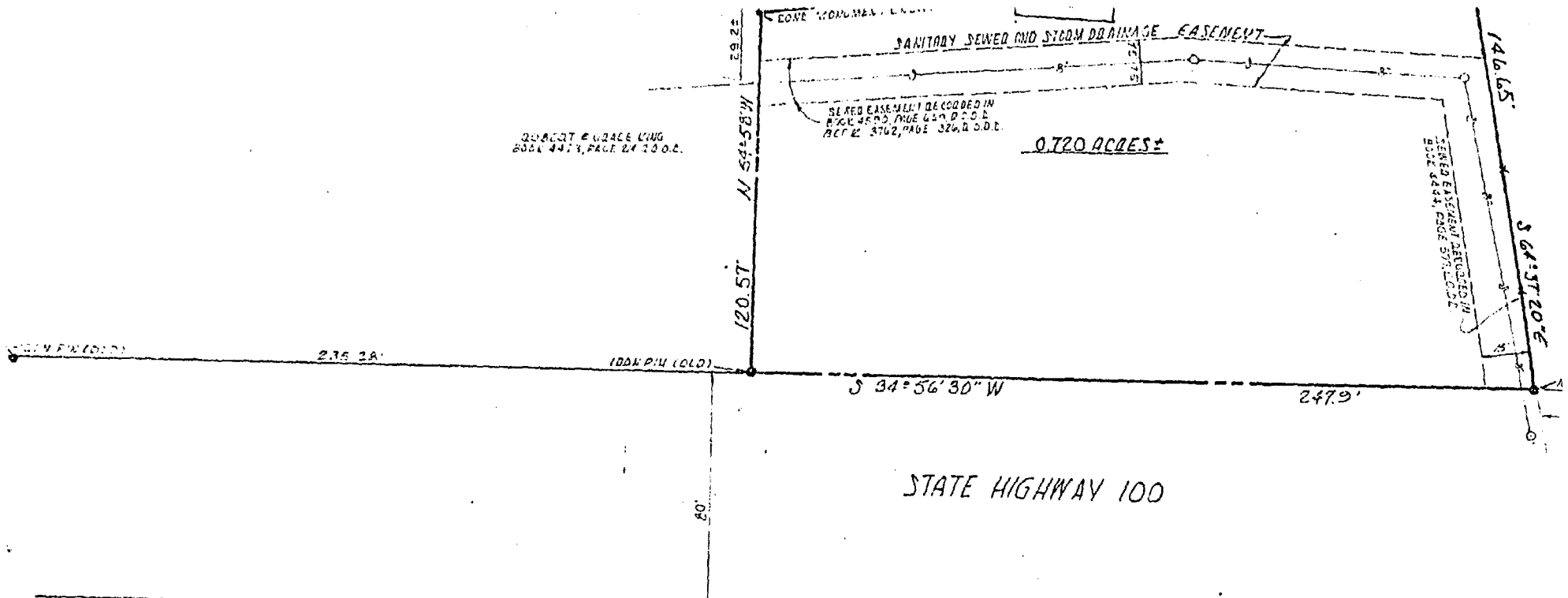
My commission expires: July 21, 1984

RUSH H 7 9 9 1 4

IDENTIF. REFERENCE

Oct 14 8 00 AM '83

FELIX A. MILLSAPS, JR. REGISTER
DAVIDSON COUNTY, TN



NOTES

1. THE LAND SURVEY AS SHOWN HEREON DOES NOT CORRESPOND TO THE LATEST DEED OF RECORD IN BOOK 5905, PAGE 829, O.O.R.C., BUT WE BELIEVE THIS SURVEY REFLECTS THE PROPERTY PURCHASED BY ROXWELL C. LACOTA AND WIFE, LORETTA LAKOTA FROM DR. JAY G. HAMILTON AND WIFE, SHARLENE S. HAMILTON.
2. BEARINGS TAKEN FROM RAILROAD D.O.W. OF SURVEY ON KING PROPERTY BY C.J. WILKINSON DATED OCT 30, 1950.

SURVEYOR'S CERTIFICATE

WE HEREBY CERTIFY THAT THIS LAND SURVEY MEETS THE REQUIREMENTS OF AN URBAN LAND SURVEY (CLASS A) AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYOR'S STATE OF TENNESSEE.

NAME TURNER ENGINEERING CO. INC.

BY Edward Parker Jr. DATE 5-29-83

L.
L.
DA

421

EXHIBIT "A"

BOOK 6156 PAGE 825

Exhibit "B"

BOOK 6156 PAGE 823

FORM NO. 4000-1

AGREEMENT FOR DEDICATION OF EASEMENT

for

SANITARY SEWERS AND/OR STORM DRAINAGE

For and in consideration for the mutual benefits that will accure by reason of the hereinafter described improvements, the undersigned do hereby grant, bargain, sell, transfer and convey unto Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, a permanent easement and/or right-of-way described as follows:

Beginning at a point in the common property line between the property of Thomas L. Bush et ux, the deed for which is recorded in Book 3606, Page 487, R.O.D.C., Tennessee, and the property of the conveyor, said point being 29.2', more or less, southeasterly from the easterly right-of-way of the Louisville and Nashville Railroad and being the common corner to the property of the aforesaid Thomas L. Bush and the property of the conveyor; thence, North 35°-30' West a distance of 150', more or less, to a point and there terminating, said point being 32.3', more or less, southeasterly from the Louisville and Nashville Railroad right-of-way.

Said easement having a total width of 15', measured equidistant on either side of afore-described line.

Being a part of the same property conveyed to Jay G. Hamilton, the deed for which is recorded in Book 2203, Page 197, R.O.D.C., Tennessee.

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of Metropolitan Government of Nashville and Davidson County, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect sanitary sewers and/or drainage improvements within the limits of the aforedescribed easement or right-of-way.

To have and to hold said easement or right-of-way to Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever. I/We do hereby covenant with said Metropolitan Government of Nashville and Davidson County, Tennessee, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said Metropolitan Government of Nashville and Davidson County, Tennessee, that said portion or parcel of land as aforedescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided, in the opinion of the Director of Public Works, and/or Director of Water and Sewerage Services, said use or uses do not destroy, weaken or damage the aforementioned improvements or interfere with the operation or maintenance thereof, and do hereby waive all claims for any damage which may be done to said portion or parcel of land in the proper construction, operation and maintenance of any of the aforesaid improvements, but do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for Metropolitan Government of Nashville and Davidson County, Tennessee, during the construction of any of the aforesaid improvements.

Book 6156 page 827

I/We do further covenant and bind myself/ourselves, my/our heirs, and representatives to warrant and forever defend the right of the grantee to the foregoing easement or right-of-way against the claim of all persons whomsoever.

WITNESS my/our hand(s), this _____ day of JAN 14 1964, 19____.

Jay D. Hamilton

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Harvey Priddy Jr., a Notary Public in and for said State and County, the within named Jay D. Hamilton

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

Witness my hand and seal at Nashville, Tennessee, this day of JAN 14 1964, 19____.

My Commission Expires My Commission Expires May 7, 1966 Harvey Priddy Jr., Notary Public

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____

July 29218

AGREEMENT FOR DEDICATION OF EASEMENT FOR SANITARY SEWERS AND/OR STORM DRAINAGE

FROM

JAY S. HAMILTON

TO

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

PROJECT NO. 63-S-34

EASEMENT NO. _____

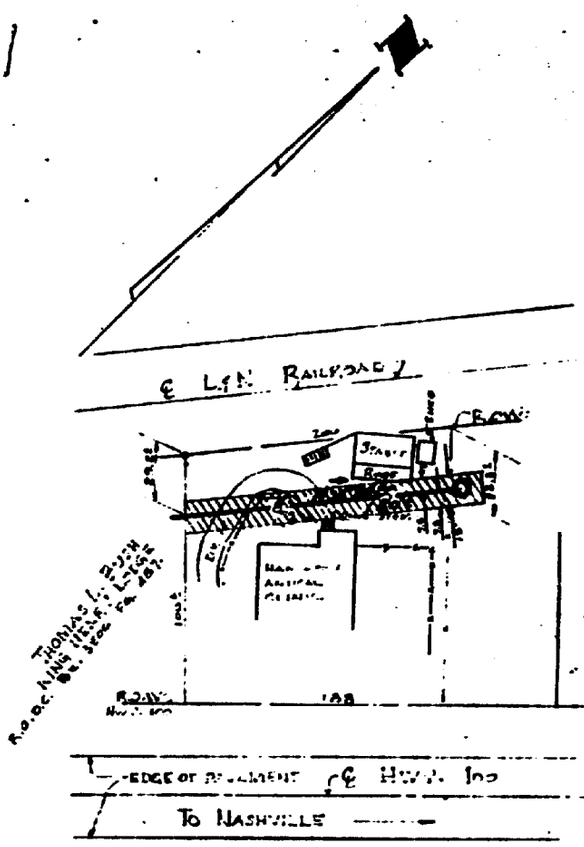
REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this 14th day of JAN A.D. 1964 at 4:43 o'clock P.M. and recorded in Book 6156 Page 827 Recording Fee $ 2.50

Register

By _____ D.C.

Book 6156 page 828



MAP SHOWING
DEDICATION OF EASEMENT

TO THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.

FROM: J.G. HAMILTON, D.V.M.
R.O.C. Bk. 2203, Pg. 197

DEED EASEMENT NO.		RICHLAND CREEK	CIVIL
SCALE 1"=50'	7th CONGRESSIONAL DISTRICT	DATE 11-1-63	BY MT

OFF REC

Exhibit "C"

Form 4902-1

489570 Book 6156 page 829

BOOK 4444 PAGE 577

IDENTIF. REFERENCE

AGREEMENT FOR DEDICATION OF EASEMENT

for

SANITARY SEWERS AND/OR STORM DRAINAGE

SEP 10 2 43 PM '76

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

For and in consideration for the mutual benefits that will accrue by reason of the hereinafter described improvements, the undersigned do hereby grant, bargain, sell, transfer and convey unto Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, a permanent easement and/or right-of-way described as follows:

A permanent easement 15 feet in width, the centerline of which is more particularly described as follows:

Beginning at a point in the westerly right-of-way of Highway 100, said point being southwestwardly 75 feet, more orless, from the northeasterly corner of the J. G. Hamilton, Et Ux, property; thence westwardly 98 feet, more or less, to a point; thence at an angle of 74° 16' to the left, a distance of 84 feet to an exisiting sanitary sewer manhole, said manhole being 22 feet, more or less, east of the westerly property line of the aforesaid property.

Being part of the property conveyed to J. G. Hamilton, Et Ux, the deed for which is of record in Book 2203, Page 197, R.O.D.C., Tennessee.

SEP 10 76 MISC A* 4.50 * 4.50

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of Metropolitan Government of Nashville and Davidson County, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect sanitary sewers and/or drainage improvements within the limits of the aforedescribed easement or right-of-way.

To have and to hold said easement or right-of-way to Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever. I/We do hereby covenant with said Metropolitan Government of Nashville and Davidson County, Tennessee, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said Metropolitan Government of Nashville and Davidson County, Tennessee, that said portion or parcel of land as aforedescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided, in the opinion of the Director of Water and Sewerage Services, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof. Metropolitan Government hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or as near thereto as is reasonably possible. I/we do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for Metropolitan Government of Nashville and Davidson County, Tennessee, during the construction of any of the aforesaid improvements.

I/We do further co
ever defend the right of
whomsoever.

WITNESS my/our h

STATE OF TENNES

COUNTY OF DAVID

Personally appeared

and County, the within n

Hamilton

the bargainor(s), with w
executed the within instr

Witness my hand and

day of August

My Commission Expires

STATE OF_____

COUNTY OF_____

Before me, _____

sonally appeared _____

with whom I am personal

the within named bargai

being authorized to do so,

Witness my hand and

My Commission Expires ___

144 PAGE 577

Book 6156 page 830

BOOK 4444 PAGE 578

the hereinafter described
unto Metropolitan Govern-
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l Davidson County, Ten-
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rvices, said use or uses
with the operation or
ction of construction it
r thereto as is reason-
gligence of any agent,
son County, Tennessee.

I/We do further covenant and bind myself/ourselves, my/our heirs, and representatives to warrant and forever defend the right of the grantee to the foregoing easement or right-of-way against the claim of all persons whomsoever.

WITNESS my/our hand(s), this 14 day of August, 1970.

Jay G Hamilton

Sharlene S Hamilton

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, John C Robinson, a Notary Public in and for said State and County, the within named Jay G Hamilton and Sharlene S. Hamilton

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

Witness my hand and seal at Nashville, Tennessee, this 14 day of August, 1970.

My Commission Expires May 21, 1973.

John C Robinson
Notary Public

STATE OF
COUNTY OF

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, and who, upon oath, acknowledged _____ to be _____ the within named bargainor(s), _____, and that _____, as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this _____ day of _____, 19____

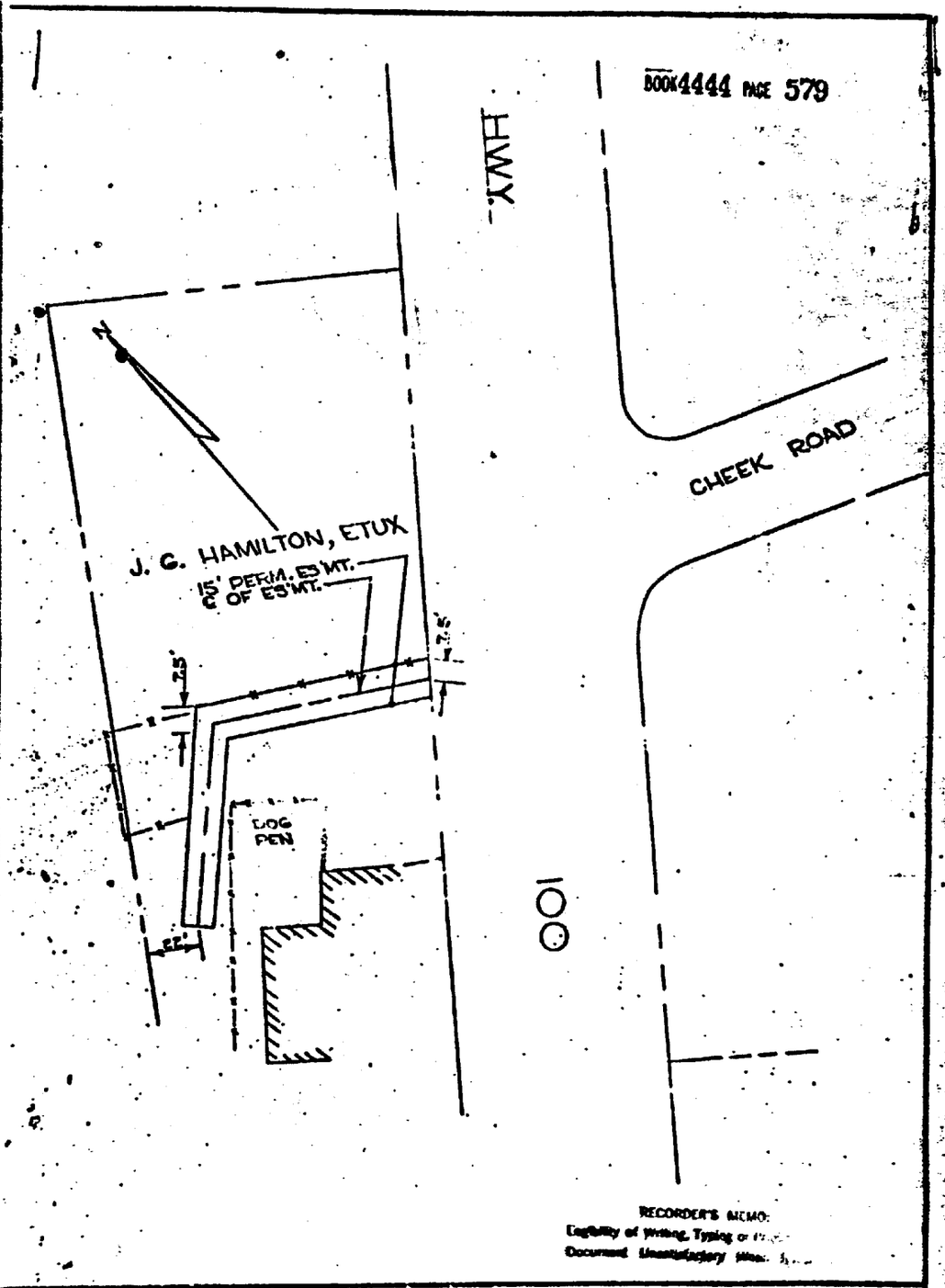
_____, Notary Public

My Commission Expires _____.

Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

Book 6156 page 831

BOOK 4444 PAGE 579



RECORDER'S MEMO:
Legibility of writing, Typing or ...
Document Unsatisfactory when ...

MAP SHOWING

DEDICATION OF EASEMENT

TO THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
FROM

J. G. HAMILTON, ETUX

PROJECT NO.	EASEMENT NO.		SYSTEM
SCALE	CIVIL DISTRICT	DATE	BY

4002-W

BOOK 6156 PAGE 832

6156 832

Metropolitan Courthouse, Nashville, Tennessee

EXCEPTIONS TO EASEMENT BOOK 4590 PAGE 699

WHEREAS, an easement was granted to the Metropolitan Government of Nashville and Davidson County by Jay G. Hamilton, said easement being of record in Book 3762, Page 326, R.O.D.C., Tennessee, the above referred to easements being for the construction of sanitary sewers; and

WHEREAS, a sanitary sewer was located in said easement and continues to be located in the easement and a new building is being constructed by Jay G. Hamilton over the easement and the sanitary sewer; and

APR-7? MISC A* 4.00 * 4.00

WHEREAS, it has been claimed by the Metropolitan Government of Nashville and Davidson County that the construction of the building on the easement without consent, constitutes an encroachment on the easement and all parties and interest desire to reach an accord, which will give the owners of the property the use of it and at the same time, preserve the rights of the Metropolitan Government to the use of the easement and the operation and maintenance of a sanitary sewer therein.

In consideration of the premises and the permission granted by the Metropolitan Government to Jay G. Hamilton, to construct a building over the public sanitary sewer in the Metropolitan Government easement as hereinbefore described, the said Jay G. Hamilton covenants with the Metropolitan Government, or its predecessors, shall have free use and enjoyment of said easement for the construction, operation, maintenance, reconstruction or improvement of the sanitary sewer in the said easement, with full access thereto for the purposes as herein stated and the said Jay G. Hamilton hereby agrees and binds himself, his heirs, and assigns, to guarantee free use and enjoyment of the easement to the Metropolitan Government without claim against the Metropolitan Government for damage or loss by reason of the operation, maintenance, improvement or reconstruction of the said sanitary sewer and agrees for himself, his heirs and assigns to defend and save the Metropolitan Government harmless from the claims of all persons arising by reason of the operation, maintenance,

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

improvement, or reconstruction of the said sanitary sewer within the said easement and, further, hereby agrees and binds himself, his heirs, and assigns, that in the even' a failure should occur in the said sanitary sewer lateral over which building is proposed to be constructed and cannot be repaired in its present location, due to the construction of said building, will relocate the sanitary sewer lateral as approved by the Metropolitan Department of Water and Sewerage Services in order not to interfere with the Metropolitan Government's owners.

The terms and conditions of this instrument and covenants running with the land described herein and shall be binding on the heirs and assigns of Jay G. Hamilton.

The said Jay G. Hamilton covenants with the Metropolitan Government of Nashville and Davidson County, and its successors and assigns, that they are lawfully seized and possessed of the above described real estate and that they have a good and perfect right to bind himself, his heirs, and assigns, to the conditions as stated herein and that the said property is free and unencumbered, except as stated herein, and will forever warrant and defend said agreement against the lawful claim and demands of all persons whomsoever.

In Testimony Whereof, Jay G. Hamilton has signed the foregoing instrument on this, the 25th day of February, 1972.

Jay G. Hamilton

APPROVED AS TO FORM & LEGALITY:

Peter A. Cumy
Metropolitan Attorney

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me John C. Robinson, a Notary Public of the State and County aforesaid, personally appeared Jay G. Hamilton with whom I am personally acquainted and who, upon oath, acknowledged, that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this, the 25th DAY OF February, 1972.

John C Robinson

My Commission Expires: May 21, 1973

IDENTIF. REFERENCE

APR 7 2 50 PM '72
FELIX Z. HUDSON, REGISTER
DAVIDSON COUNTY, TENN.

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