0196879

Box SC A DTM

This Instrument Prepared By:
Stokes & Bartholomew, P.A.
Suite 2800, 424 Church Street
Nashville, Tennessee 37219

Map 108
Part of Parcel 234

96 JUN 26 PM 1:15

REGISTER
DAVIDSON COUNTY, TN.

Address New Owner/
Send Tax Bills to:

Will V. Braswell and Robert H. Braswell
3037 St. Johns Drive
Murfreesboro, Tennessee 37129

10099 RE 611

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEES, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE METROPOLITAN NASHVILLE AIRPORT AUTHORITY** (hereinafter the "GRANTOR"), has bargained and sold, and by these presents does hereby transfer, assign and convey unto **WILL V. BRASWELL and ROBERT H. BRASWELL** (hereinafter the "GRANTEES"), their heirs and assigns, those certain tracts or parcels of land in Nashville, Davidson County, Tennessee, described on Exhibit A, attached hereto and incorporated herein by reference.

Grantor is the owner of the Nashville International Airport (the "Airport") which is located adjacent to the property conveyed hereby and in order to protect the Airport notice of the following restriction is hereby declared to be a covenant running with the property conveyed hereby which shall be binding on Grantee and all persons hereafter having or acquiring any right, title or interest in all or any portion of the property conveyed hereby and shall inure to the benefit of the Airport Grantor and any other owner of the property: The property conveyed hereby is located within an Airport Overlay Zoning District.

Grantor desires to reserve, for the use and benefit of itself, the Airport, the operators, owners and users of aircraft of all types and for the public in general, a right of free and unobstructed flight in and through the airspace above, over and across the property conveyed hereby, for aircraft approaching, landing upon, taking off from, maneuvering about, or operating on said Airport.

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Grantor, does hereby reserve unto itself, its successors and assigns, for the use and benefit of itself, the Airport, the operators, owners and users of aircraft of all types and for the public in general, a perpetual easement and right-of-way for the free and unobstructed flight and passage of aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in or through the air) by whomsoever owned or operated, in and through the airspace above, over and across the surface of the hereinafter described real property, together with the right to cause in said airspace such noise, vibration, odors, vapors, particulates, smoke, dust, or other effects as may be inherent in the operation of aircraft for navigation of or flight or passage in and through said airspace, and for the use of said airspace by aircraft for approaching, landing upon, taking off from, maneuvering about or operating on the Airport.

This Easement is reserved upon and subject to the following terms and conditions:

Grantees shall not hereafter plant or construct, cause or permit to be planted or constructed, or suffer to remain upon the Property over which said easement and right-of-way is situated any bush, shrub, tree, pole, fence, building, structure or other obstruction of any kind or nature whatsoever which now extends, or which may at any time in the future extend, into the airspace above the Property to an elevation exceeding that prescribed in Part 77 of the Federal Aviation Administration Regulations, 14 Code of Federal Regulations Chapter 1, as currently in effect and as the same may, from time to time, be amended, modified, superseded or replaced, hereinafter the "FAA Regulations".

Grantor and/or its authorized agents shall have the immediate and continuing right, as a part of the rights herein granted, to enter upon the aforesaid Property at any time and to remove therefrom, or in the alternative and at the sole option of Grantor, to mark and light as obstructions to air navigation, any bush, shrub, tree, pole, fence, building, structure, or other obstruction of any kind or nature whatsoever which extends into the airspace above said Property to an elevation exceeding that prescribed in the FAA Regulations, and Grantor shall have the right of ingress to, egress from and passage over said Property of Grantees for the purpose of affecting and maintaining such clearance and of removing or of marking and lighting any and all such obstructions which now or may hereafter extend above said elevation. Once the said Grantor and/or its properly authorized agents has entered upon the said described tract and cleared said land within the meaning of this instrument, said Grantor and/or its properly authorized agents shall thereafter have the immediate and continuing right to enter upon said land and the continued, continual and continuing right to remove or mark and light any bush, shrub, tree, pole, fence, building, structure or obstruction of any kind or nature whatsoever extending up into the air space above said Property to an elevation exceeding that prescribed in the FAA Regulations. Provided, however, that before Grantor and/or its authorized agents shall enter upon the Property and remove or mark and light any such obstruction, Grantor shall first give written notice of the existence of any such obstruction to Grantees, and Grantees shall have a period of thirty (30) days from and after such notice to remove any such obstruction. Grantees shall not have the option of marking and lighting any such obstructions. If Grantees shall fail to remove any such obstruction within said thirty (30) day period, then and in that event Grantor and/or its authorized agents shall have the right to enter immediately upon said Property without further notice and to remove therefrom any such obstruction as provided herein or at its sole option to mark and light any such obstruction, without any liability therefor and at Grantees' sole cost and expense. Grantees agree to reimburse Grantor for all reasonable costs and expenses incurred in connection with entry and removal or marking and lighting of any such obstructions within thirty (30) days of written demand therefor. The paid invoices or other cost accounting records employed by Grantor shall be conclusive evidence that such expenses were incurred and are reasonable.

Grantees shall not hereafter use, cause or permit to be used, or suffer use of the aforesaid Property in such a manner as to create electrical, electronic or other interference with radio, radar, microwave or other similar means of communications between the Authority and aircraft, or to make it difficult for the operators of aircraft to distinguish between airport and regularly installed air navigation lights and visual aids and other lights, or so as to result in glare in the eyes of operators of aircraft, or to impair visibility in the vicinity of said Airport, or to otherwise endanger the approaching, landing upon, taking off from, maneuvering about or operating of aircraft on, above and about said Airport.

Grantees, for themselves, their heirs, assigns, successors, and legal representatives, hereby expressly release and forever discharge the Grantor, its Board of Commissioners, legal representatives, officers, assigns, associates, employees, agents and all others acting in concert with the Grantor, from any and all claims, debts, liabilities, obligations, costs, expenses, actions or demands, vested or contingent, known or unknown, whether in tort, contract, or otherwise, which the Grantees may now own or hold, or have at any time heretofore owned or held, or may at any other time own or hold by reason of noise, vibration, odors, vapors, particulates, smoke, dust or other

effects as may be inherent in the operation of aircraft, caused or created by the flight or passage of aircraft in or through the airspace subject to the easement and right-of-way herein granted.

Grantees, their heirs, assigns, and successors shall keep and hold Grantor, its agents, servants, officers, employees and its Board of Commissioners, harmless from and against any and all claims, demands, suits, costs and expenses, whether for injuries to persons, or loss of life, or damage to property, occurring upon the aforesaid Property, or within the airspace subject to the easement and right-of-way reserved herein, or arising out of the use and occupancy of said Property. This release is limited to such claims that may arise out of the normal operation of aircraft, and shall not be operative for claims by Grantees or those claiming under Grantees for any physical or personal injury caused by aircraft crashing into or otherwise coming into direct physical contact with the Property or persons located thereon.

The easement and right-of-way reserved herein, and all the terms, conditions and provisions contained herein are intended to and shall run with the land, and shall be binding upon and shall inure to the benefit and use of Grantors, their heirs, successors, and assigns, and Grantee, its successors and assigns forever.

Whenever under the terms hereof any notice is required or permitted to be made, such notice shall be deemed sufficient only if in writing and delivered personally or sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Grantees at: 3037 St. Johns Drive
Murfreesboro, Tennessee 37129

To Grantor at : President
Metropolitan Nashville Airport Authority
One Terminal Drive, Suite 501
Nashville, Tennessee 37214

Change of address may be effected by giving written notice as provided above.

In the event one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or parts thereof contained herein and any application thereof shall not in any way be affected or impaired thereby.

The said easement and right-of-way and all of the rights appertaining thereto to the Grantor, its successors and assigns, shall continue until the said Airport shall be abandoned and shall cease to be used for public airport purposes.

The conveyance of the property herein, and all covenants and warranties of GRANTOR contained herein, are made expressly subject to those matters set forth on Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, and GRANTEES' their heirs and assigns, forever. GRANTOR covenants that it is lawfully seized and possessed of the

property in fee simple, has the right to convey the same, and that the title thereto is free from all encumbrances, except as otherwise set forth herein. GRANTOR further covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to said property to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has caused this General Warranty Deed to be executed as of this 25th day of JUNE, 1996.

ATTEST:

Secretary

THE METROPOLITAN NASHVILLE AIRPORT AUTHORITY

By: Robert C. H. Mathews, Jr.
Chairman

APPROVED AS TO FORM AND LEGALITY

Stokes & Bartholomew, P.A.

By: Darlene T. Marsh
424 Church Street, Suite 2800
Nashville, Tennessee 37219

Recommended By:

President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Linn Hackett, a Notary Public of the State and County aforesaid, personally appeared Robert C. H. Mathews, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chairman of The Metropolitan Nashville Airport Authority, the within named bargainor, a Tennessee corporation, and that he as such Chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chairman.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 25th day of June, 1996.

Notary Public

My Commission Expires: 1/25/97

STATE OF TENNESSEE)
COUNTY OF [illegible])

The actual consideration or value, whichever is greater, for this transfer is $ 0 .

William V Braswell
AFFIANT

Subscribed and sworn to before me
this 26th day of June, 1996.

[illegible]
Notary Public

My Commission Expires:
[illegible]
1999

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE
WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 20.00
Robert H. Braswell
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 26 DAY OF June, 1996.
D. Edwards
Deputy Register

K:\REALEST\BRASWELL.DEE

EXHIBIT A

Tract 1

Being a portion of a tract of land located in the 13th Councilmanic District of Nashville, Davidson County, Tennessee and belonging to the Metropolitan Nashville Airport Authority as of record in Deed book 8740, page 28, in the Register's Office of Davidson County and being more particularly described as follows:

Beginning at an iron rod and being a common corner with the Will V. and Robert H. Braswell property as of record in Deed Book 9724, page 216, R.O.D.C. and the Laumeyer property as of record in Deed book 7118, page 514, R.O.D.C.; thence with the Braswell property S 06° 45' 51" W a distance of 215.00 feet to a point; thence continuing with the Braswell property S 79° 17' 40" W a distance of 106.88 feet to a point; thence N 29° 11' 11" E a distance of 267.29 feet to the point of beginning and containing therein 0.25 acres (10,960 square feet) more or less.

Tract 2

Being a portion of a tract of land located in the 13th Councilmanic District of Nashville, Davidson County, Tennessee and belonging to Metropolitan Nashville Airport Authority as of record in Deed Book 8740, page 28 in the Register's Office of Davidson County and being more particularly described as follows:

Beginning at an iron rod being a common corner with the Will V. and Robert H. Braswell property as of record in Deed Book 9724, page 216, R.O.D.C.; thence with the Braswell property the following calls; N 75° 53' 40" E a distance of 109.00 feet; S 48° 11' 04" E a distance of 121.70 feet; S 40° 35' 28" W a distance of 66.61 feet; S 49° 24' 32" E a distance of 50.00 feet; N 40° 35' 28" E a distance of 20.00 feet S 54° 55' 53" E a distance of 95.06 feet thence, S 44° 00' 28" W a distance of 30.00 feet to an iron rod; thence N 52° 43' 12" W a distance of 328.04 feet to the point of beginning and containing therein 0.36 acres (15,484 square feet) more or less.

Tract 3

Being a portion of a tract of land located in the 13th Councilmanic District of Nashville, Davidson County, Tennessee and belonging to Metropolitan Nashville Airport Authority as of record in Deed Book 8740, page 28 in the Register's Office of Davidson County and being more particularly described as follows:

Beginning at an iron rod being a common corner with the Will V. and Robert H. Braswell property as of record in Deed Book 9724, page 216, R.O.D.C.; thence with the Braswell property the following calls; N 45° 59' 32" W a distance of 16.54 feet N 44° 00' 28" E a distance of 225.00 feet; S 35° 27' 11" E a distance of 218.68 feet to an iron rod; thence N 61° 29' 00" W a distance of 205.93 feet to an iron rod; thence, S 44° 00' 28" W a distance of 130.00 feet to the point of beginning and containing therein 0.29 acres (12,817 square feet) more or less.

EXHIBIT B

1. Plan of record in Book 6900, page 577, Register's Office for Davidson County, Tennessee.

2. Items shown on survey by MEC, Inc. dated September 18, 1992, and by Surveyor's Inspection Report dated September 18, 1992.

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