Prepared by the Legal Department of The Metropolitan Government of Nashville and Davidson County,
204 Metropolitan Courthouse, Nashville, TN 37201

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Numbers:
The Sports Authority of The Metropolitan Government of Nashville and Davidson County P. O. Box 198109 Nashville, Tennessee 37219-8109	--SAME--	93-6-8

WARRANTY DEED

FOR AND IN CONSIDERATION of the premises and in consideration of Metropolitan Council Bill No. 096-428, approved by the Mayor on September 26, 1996. The Metropolitan Government of Nashville and Davidson County, the Grantor, acting by and through its duly elected Mayor, who is authorized so to do, does transfer and convey unto The Sports Authority of The Metropolitan Government of Nashville and Davidson County, a Tennessee public, nonprofit corporation created pursuant to the Tennessee Sports Authority Act of 1993, the Grantee, its successors and assigns, a certain tract or parcel of land in Nashville, Davidson County, Tennessee, described as follows, to wit:

TRACT I:

A certain tract or parcel of land in Nashville, Davidson County, Tennessee, being Lot No. 1, Phase 1, on the Nashville Arena Plan, recorded in Book 7900, Page 755, in the Register's Office for Davidson County, Tennessee, further described as follows:

Said Lot No. 1 begins at a point in the southwest corner of Broadway and Fifth Avenue South; thence along the west margin of Fifth Avenue South, South 27° 28' 14" East, 351.90 feet to a point; thence South 27° 02' 28" East 59.96 feet to a point; thence South 27° 39' 11" East 331.26 feet to the north margin of Demonbruen Street; thence along the north margin of Demonbreun Street South 62° 14' 21" West 437.53 feet to the east margin of Sixth Avenue South; thence along the east margin of Sixth Avenue South North 27° 38' 14" West 332.95 feet to a point; thence North 30° 22' 03" West 60.07 feet to a point; thence North 27° 16' 33" West 350.16 feet to a point in the south margin of Broadway; thence along the south margin of Broadway, North 62° 14' 21" East 439.74 feet to the point of beginning, containing 326,196 square feet (7.49 acres), more or less.

Being the same property conveyed to The Metropolitan Government of Nashville and Davidson County, Tennessee by Deed of Dedication from The Metropolitan Development and Housing Agency of record in Book 9443, page 28, said Register's Office. The foregoing legal description being the same as depicted in the deed conveying the property to The Metropolitan Government of Nashville and Davidson County, Grantor, of record in Book 9443, page 28, said Register's Office

TRACT II:

Being Lot No. 7, in Phase 2, on the Nashville Arena Plan, recorded in Book 9700, Page 250, in the Register's Office for said County, further described as follows:

Said Lot No. 7 begins at a point in the south margin of Demonbruen Street; said point also being the northwest corner of Lot No. 6 on said Plan; thence leaving said south margin of Demonbruen Street, South 27° 51' 39" East, 175.30 feet to a point; thence South 33° 53' 25" East 97.50 feet to a point; thence South 27° 55' 41" East, 38.77 feet to a point; the beginning of a curve having a radius of 49.22 feet; thence around said curve to the right 70.33 feet to a point in the east margin of Sixth Avenue South; thence along the said east margin, North 27° 13' 54" West, 332.45 feet to the beginning of a curve having a radius of 25.00 feet; thence around said curve to the right 39.05 feet to a point in the south margin of Demonbruen Street; thence along said south margin, North 62° 15' 37" East, 16.89 feet, to the point of beginning, containing 16,494 square feet (.38 Acres), more or less.

Being the same property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee by deed from The Metropolitan Development and Housing Agency of record in Book 10214, page 884, said Register's Office. The foregoing legal description being the same as depicted in the deed conveying the property to The Metropolitan Government of Nashville and Davidson County, Grantor, of record in Book 10214, page 884, said Register's Office

together with all right, title and interest which the grantors have, or ever may have in and to adjoining street or streets, alley or alleys or any other right-of-way or in any easement to which the above property is dominant or servient.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to The Sports Authority of The Metropolitan Government of Nashville and Davidson County, its successors and assigns, forever.

And The Metropolitan Government of Nashville and Davidson County, the Grantor, does covenant with The Sports Authority of the Metropolitan Government of Nashville and Davidson County, the Grantee, that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered except for the restrictive covenants set forth hereinafter.

And The Metropolitan Government of Nashville and Davidson County, the Grantor, does further covenant and bind itself and its successors to warrant and forever defend the title to the said land to The Sports Authority of The Metropolitan Government of Nashville and Davidson County, its successors and assigns, against the lawful claims of all persons, whomsoever, and The Metropolitan Government of Nashville and Davidson County, the Grantor, and The Sports Authority of The Metropolitan Government of Nashville and Davidson County, the Grantee, further bind themselves as follows:

1. GENERAL COVENANTS:

A. The Grantee agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Property, or any part thereof, will be devoted to, and only to and in accordance with, the uses specified in the Capitol Mall Redevelopment Project, Ordinance Number 082-845, of The Metropolitan Government of Nashville and Davidson County while the same is in effect.

B. The Grantee agrees for itself, its successors and assigns, to or of the property or any part thereof, that the Grantee and such successors or assigns shall:

(1) Not discriminate upon the basis of race, creed, color, sex, national origin or disability in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or on any part thereof; and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by (a) the Grantor, its successors and assigns, (b) the owner of any other land, or of any interest in such land, with the Project Area which is subject to the land use requirements and restrictions of the Capitol Mall Redevelopment Project, and (c) the United States, against the purchaser, its successors and assigns and every successor in interest to the property, or any part thereof or interest therein, and any party in possession or occupancy of the property or any part thereof.

Said property is conveyed subject to the following matters only, to wit:

(a) Matters shown on the Plat of Phase I, Nashville Arena Plan of record in Book 7900, page 755, Register's Office for Nashville and Davidson County.

(b) Matters shown on the Plat of first revision of Phase 2, Nashville Arena Plan, of record in Book 9700, pages 249, 250 and 251, Register's Office for Nashville and Davidson County.

By the acceptance of delivery of this Deed, Grantee accepts these restrictions, terms and conditions.

IN WITNESS WHEREOF, The Metropolitan Government of Nashville and Davidson County has caused this instrument to be executed by the duly elected Metropolitan County Mayor on this 18th day of December, 1996.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

BY: _____
Philip N. Bredesen
Metropolitan County Mayor

ATTEST:

Marilyn S. Swing
Metropolitan Clerk

By: Brenda D. Kirk
Asst. Metropolitan Clerk

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Marlene Fuller, a Notary Public within and for the state and county aforesaid, personally appeared Philip N. Bredesen and Marilyn S. Swing, /Brenda D. Kirk with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the Mayor and Metropolitan Clerk, respectively, of The Metropolitan Government of Nashville and Davidson County and that they as such Mayor and Metropolitan Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained by the said Philip N. Bredesen as such Mayor and attesting the same by the said Marilyn S. Swing, as Metropolitan Clerk.

WITNESS my hand and official seal at office at Nashville, Tennessee, of this the 18th day of December, 1996.

Marlene Fuller
NOTARY PUBLIC

My Commission Expires:

9/27/97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

7157 12/18 0101 03CHECK 12.00

The actual consideration or value, whichever is greater, for this transfer is $ NONE

Brenda S. Kirk
(Affiant)

Subscribed and sworn to before me, this the 18 day of December, 1996.

Jami D. Cantwell
(NOTARY PUBLIC)

My Commission Expires:

Jan. 20, 1999

0257139
IDENTIF. & REFERENCE

96 DEC 18 PM 4:10
DAVIDSON COUNTY, TN.

PICK-UP