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

Map 108-02
Parcel 61

BILL GARRETT, Davidson County
Trans:T20090030091 DEEDQC
Recvd: 05/06/09 13:04 7 pgs
Fees:37.00 Taxes:0.00
20090506-0041644

Address New Owner/
Send Tax Bills to:

President
Association for the Preservation of Tennessee Antiquities
110 Leake Avenue
Nashville, TN 37205

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Metropolitan Nashville Airport Authority, created by Resolution 70-782 of the Metropolitan Government of Nashville and Davidson County, Tennessee, pursuant to Tenn. Code Ann. § 42-4-101, *et. seq.* (hereinafter referred to as the "AUTHORITY" or "GRANTOR"), does hereby quitclaim and convey unto Association for the Preservation of Tennessee Antiquities, a Tennessee nonprofit corporation (hereinafter the "GRANTEE"), its successors and assigns, all of its right, title and interest in and to that certain tract or parcel of land in Nashville, Davidson County, Tennessee, described on Exhibit A, attached hereto and incorporated herein by reference (the "Property") reserving unto GRANTOR a perpetual easement and right-of-way for the use and benefit of GRANTOR, the Nashville International Airport ("Airport") the operators, owners and users of aircraft of all types and for the public in general, 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 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:

SECTION I. GRANTEE shall not hereafter plant or construct, cause or permit to be planted or constructed, or suffer to remain upon the aforesaid 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".

SECTION II. GRANTOR and/or its authorized agents shall have the immediate and continuing right, as a part of the rights herein reserved, 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 Federal Aviation Regulations, and GRANTOR shall have the right of ingress to, egress from and passage over said Property of GRANTEE 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 Federal Aviation 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 GRANTEE, and GRANTEE shall have a period

of fifteen (15) days from and after such notice to remove any such obstruction. GRANTEE shall not have the option of marking and lighting any such obstructions. If GRANTEE shall fail to remove any such obstruction within said fifteen (15) 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 GRANTEE's sole cost and expense. GRANTEE agrees to reimburse GRANTEE 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 GRANTEE shall be conclusive evidence that such expenses were incurred and are reasonable.

SECTION III. GRANTEE 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 GRANTOR 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.

SECTION IV. GRANTEE, for itself, assigns, successors, and legal representatives, hereby expressly releases and forever discharges the Authority, its Board of Commissioners, legal representatives, officers, assigns, associates, employees, agents and all others acting in concert with the Authority, 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 GRANTEE 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 reserved.

SECTION V. GRANTEE, its 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.

SECTION VI. 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 GRANTOR, its successors, and assigns, and GRANTEE, its successors and assigns forever.

SECTION VII. 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 GRANTEE at: President
Association for the Preservation of Tennessee Antiquities
110 Leake Avenue
Nashville, TN 37205

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.

SECTION VIII. 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.

This is improved property known as Lot No. 6 on the Plan of Shadybrook Subdivision, Section 2, of record in Book 2663, page 42, Register' Office for Davidson County, Tennessee.

Said property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

IN WITNESS WHEREOF, the GRANTOR has caused this Quitclaim Deed to be executed by and through its duly authorized officer as of this 15th day of May, 2000.

ATTEST:

James Graham III, Secretary

METROPOLITAN NASHVILLE AIRPORT AUTHORITY

Robert C.H. Matthews, Jr., Chairman

Approved as to Form and Legality:

STOKES & BARTHOLOMEW, P.A.
424 Church Street, Suite 2800
Nashville, Tennessee 37219
615/259-1450

RECOMMENDED BY:

William G. Moore, Jr.
President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally Appeared Robert C.H. Matthews, 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 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 office in Nashville, Tennessee, this 15th day of May, 2000.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires SEPT. 29, 2001

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $0.00.

AFFIANT

Subscribed and sworn to before me this 15th day of May, 2000.

Nancy D Welt
Notary Public
My Commission Expires: 7-28-01

EXHIBIT A

Lot No. 6 on the Plan of Shadybrook Subdivision, Section 2, as of record in Book 2663, page 42, Register's Office for Davidson County, Tennessee.

Being the same real property conveyed to the Metropolitan Nashville Airport Authority by Cary W. Erwin and wife, Debra L. Erwin of record in Book 8381, page 742, Register's Office for Davidson County, Tennessee.

This is unimproved real property commonly known as 2913 Harper Place Nashville, TN 37217