WARRANTY DEED

Davidson County DEEDWARR
Recvd: 08/20/09 11:09 7 pgs
Fees:38.00 Taxes:925.00
20090820-0078432

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $250,000.00.

Affiant

Subscribed and sworn to me on August 7, 2009.

NOTARY PUBLIC

My Commission Expires: 1/3/2011

JOHN COBB ROCHFORD STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

THIS INSTRUMENT WAS PREPARED BY:

John Cobb Rochford, General Counsel
Community Title Company, LLC
2200 Abbott Martin Road
Nashville, TN 37215
(615)269-7676

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Metropolitan Government of Nashville and Davidson County, Tennessee 222 Third Avenue North Nashville, Tennessee 37201	Conveyance to the Metropolitan Government of Nashville and Davidson County, Tennessee-EXEMPT	Part of Map 85 Parcel 1

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Donelson Church of Christ, a Tennessee nonprofit corporation, successor in interest to Trustees of the Donelson Church of Christ, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto Metropolitan Government of Nashville and Davidson Co., Tennessee, hereinafter called **"GRANTEE,"** its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

SEE ATTACHED EXHIBIT A, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE

The conveyance of the above-described parcel of land is subject to the following:

SEE ATTACHED EXHIBIT B, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE

This property is also known as improved property located at 3005 Fernbrook Lane, Nashville, TN 37214.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with the said 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, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Restrictions and provisions are hereby imposed by the GRANTEE, The Metropolitan Government of Nashville and Davidson County, Tennessee on the property as covenants running with the land as follows:

SEE ATTACHED EXHIBIT C, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE

WITNESS our hands on August 18, 2009.

Donelson Church of Christ,
a Tennessee nonprofit corporation

By: _____

Its: Elder

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said county and state, the within named, Frank Batson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be an Elder of Donelson Church of Christ, a Tennessee nonprofit corporation, and who acknowledged that Donelson Church of Christ, a Tennessee nonprofit corporation, is the successor in interest to "TRUSTEES OF DONELSON CHURCH OF CHRIST," the within named bargainor, and that he as such Elder executed the foregoing instrument for the purposes therein contained, by signing for Donelson Church of Christ, a Tennessee nonprofit corporation by himself/herself as Elder.

WITNESS MY HAND AND OFFICIAL SEAL, this the 18th day of August, 2009.

_____
NOTARY PUBLIC

My Commission Expires: 1/3/2011

JOHN COBB ROCHFORD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

EXHIBIT A

Being a tract of land located in the 15th Council District of Davidson County, Tennessee and being a portion of Tract 2 as recorded in Book 4588, Page 586, R.O.D.C., TN, and being more particularly described as follows:

Beginning at an old iron rod located in the West Right-Of-Way return of Heartland Drive and Fernbrook Lane, both 60 foot rights of Ways, said point being the Northwest corner to Lot 1 of the final plat of Heartland Christian Tower at Lakeshore Estates, as recorded in Instrument Number 200507010076239, R.O.D.C., TN;

Thence, North 78 DEGREES 34 MINUTES 47 SECONDS East, 60.00 feet to the East Rights-Of-Way of said Heartland Drive, being also in the North Line of the property conveyed to Metro Government as recorded in Instrument Number 20021009-123089, R.O.D.C., TN;

Thence, South 11 DEGREES 25 MINUTES 10 SECONDS East, 35.60 feet;

Thence, North 78 DEGREES 51 MINUTES 53 SECONDS East, 822.32 feet to the low water mark of the Stones River;

Thence, with said low water mark the following calls:
South 05 DEGREES 49 MINUTES 39 SECONDS West, 408.57 feet;
South 14 DEGREES 07 MINUTES 07 SECONDS West, 375.18 feet;
South 17 DEGREES 52 MINUTES 11 SECONDS West, 498.56 feet;
South 19 DEGREES 40 MINUTES 09 SECONDS West, 426.09 feet;
South 21 DEGREES 50 MINUTES 40 SECONDS West, 346.20 feet;
South 21 DEGREES 08 MINUTES 20 SECONDS West, 488.17 feet,

Thence, leaving said Stones River, North 36 DEGREES 42 MINUTES 15 SECONDS West, 344.60 feet to an old iron rod, the Southeast corner to Lot 106, Knob Section, Linoya Hills as recorded in Book 2331, Page 6, R.O.D.C., TN;

Thence, with said Subdivision, North 37 DEGREES 05 MINUTES 20 SECONDS West, 200.77 feet;

Thence, North 36 DEGREES 29 MINUTES 33 SECONDS West, 368.47 feet to an old concrete monument;

Land Description
All of Map 85, Parcel 1
Continued.

Thence, North 01 DEGREES 05 MINUTES 06 SECONDS East, 537.22 feet to an old concrete monument, a point in the West line of Lot 126 as shown on the final plat of Linoya Hills Section 3 as recorded in Book 2330, Page 29, R.O.D.C., TN;

Thence, North 09 DEGREES 26 MINUTES 30 SECONDS East, 302.65 feet to an old iron rod, the Southwest corner of Lot 2 of the final plat of Heartland Christian Tower at Lakeshore Estates, as recorded in Instrument Number 200507010076239, R.O.D.C., TN;

Thence, North 78 DEGREES 34 MINUTES 45 SECONDS East, 483.15 feet to an old iron rod;

Thence, North 11 DEGREES 24 MINUTES 16 SECONDS West, 635.46 feet to the point of beginning and containing 39.11 Acres.

Being a portion of the same property conveyed to Trustees of Donelson Church of Christ as recorded in Book 4588, Page 586, R.O.W.C., TN.

The description as noted above was prepared based on a field run survey by Paul G. Weatherford, RLS (TNRLS#1941), Weatherford and Associates, LLC 1301 Central Court, Hermitage, TN 37076, whose field date was July, 2004. This description was prepared November 1, 2007 without additional field measurements.

Being part of the same property conveyed by Warranty Deed dated March 27, 1972 to TRUSTEES OF DONELSON CHURCH OF CHRIST from David Lipscomb College Foundation, of record in Book 4588, page 586, Register's Office for Davidson County, Tennessee. Donelson Church of Christ, a Tennessee nonprofit corporation, is the successor in interest to "TRUSTEES OF DONELSON CHURCH OF CHRIST."

EXHIBIT B

1. Charter of Donelson Church of Christ, of record in Book 10043, page 450, said Register's Office.; and
2. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

EXHIBIT C

Limitation of Use

The Metropolitan Government and the Grantor, Donelson Church of Christ Trustees, hereby covenant and agree that the subject property shall be utilized for public park, recreational, and natural resources conservation purposes subject to further restrictions of use more particularly described as follows:

- Permitted boat ramps shall be limited to a single boat ramp which shall not exceed 10' wide
- To limit vehicular traffic through the neighborhood, the Metropolitan Government agrees not to provide more than 25 parking spaces for passenger vehicles and not more than 10 spaces for vehicles towing boats of not more than 16' in length.
- Construction of improvements: Permitted structures shall be limited to those with 5,000 square feet or less
- and any improvements shall be limited to those that are consistent with public, not-for-profit park purposes.

It is agreed, understood and hereby declared as a declaration, restriction and covenant running with the land, as to the Metropolitan Government and the successors and assigns of its interest in the Property, that the utilization of the Property shall be, except for the specifically permitted uses as described above and herein, exclusively for greenway, passive recreation and/or open space. The term of this restriction shall be perpetual, as to the Metropolitan Government and the successors and assigns of its interest in the Property,u nless and except as otherwise mutually agreed to by the Metropolitan Government and Donelson Church of Christ Trustees and it shall be a covenant running with the land.

Furthermore, the Metropolitan Government and the Donelson Church of Christ Trustees agree that should connectivity of the roads the Property is accessed by change as a result of future development to such a degree that active recreational use of the property beyond that which is already specifically permitted above and herein would not generate significant traffic volume and nuisance to the surrounding neighborhood then the Metropolitan Government may seek to amend this Agreement to allow active recreation uses and the Donelson Church of Christ Trustees would not unreasonably oppose such an amendment.

If the Donelson Church of Christ Trustees determine that Metropolitan Government is in violation of the terms of this covenant or that a violation is threatened, the Trustees shall give written notice to Metropolitan Government of such violation and demand corrective actions sufficient to cure the violation, and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the permitted uses of this Covenant, to restore that portion of the Property so injured. If Metropolitan Government fails to cure the violation within thirty (30) days after receipt of notice thereof from the Donelson Church of Christ Trustees, or under circumstances where the violation cannot reasonably be cured within a thirty day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the Donelson Church of Christ Trustees may bring an action at law or equity in a Court of competent jurisdiction to enforce the terms of this covenant, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and/or to recover any damages to which it may be entitled for violation of the terms of this Covenant or injury to any public interest protected by this Covenant, and/or to require the restoration of the Property to the condition that existed prior to such injury.

The Metropolitan Government shall manage and develop the property for recreation and public access parkland in a manner that preserves the integrity of natural resources. such as stream corridors, steep slopes, wetlands and state or globally rare species.

First Right of Refusal

Donelson Church of Christ Trustees shall have a right of first refusal to purchase the Property on the terms and conditions set forth in this Section (the "Right of First Refusal")

(a) Notice of Proposed Transfer. The Metropolitan Government (Seller) shall a) deliver to the Donelson Church of Christ Trustees a written notice (the "Notice") stating: (i) the Seller's bona fide intention to sell or otherwise transfer such property; (ii) the name of each proposed purchaser or other transferee ("Proposed Transferee"); (iii) the bona fide cash price or other consideration for which the Seller proposes to transfer the Property (the "Offered Price"); and (iv) the material terms and conditions of the proposed transfer (the "Offer Terms") and (b) offer the Property at the Offered Price and on the Offer Terms to the Donelson Church of Christ Trustees.

(b) Exercise of Right of First Refusal. At any time within 30 days after receipt of the Notice, the Donelson Church of Christ Trustees or their assignees may, by giving written notice to the Seller, elect to purchase all, but not less than all, of the Property proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price and on the terms determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price (the "Purchase Price") for the property if purchased by the Donelson Church of Christ Trustees or their assignee(s) under this Section shall be the Offered Price, and the terms and conditions of the transfer shall be identical in all material respects to the Offer Terms (the "Terms").

(d) Termination of Right of First Refusal. If after receipt of the Notice the Donelson Church of Christ Trustees and/or their assigns fail to exercise said Right of First Refusal, then said right shall terminate. Furthermore, if upon their failure to exercise said notice the property is sold, said right shall terminate.

(e) Any notice, demand or request required or permitted to be given by either the Donelson Church of Christ Trustees or the The Metropolitan Government as Seller pursuant to the terms of this Agreement shall be in writing and shall be deemed given (i) when delivered personally, (ii) five days after it is deposited in the U.S. mail, certified with return receipt requested and with postage prepaid, or (iii) one day after deposit (prepaid) with a nationally recognized overnight courier, and addressed to the party being notified at his or her address specified on the applicable signature page hereto or such other address which the addressee may subsequently notify the other party in writing.

(f) Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The provisions of this Covenant shall, pursuant to its terms, bind the property, the Metropolitan Government and its successors and assigns but shall only inure to the benefit of the Donelson Church of Christ Trustees and not to that of their successors and assigns.

Certificate of Authenticity

I, John Cobb Rochford, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

John Cobb Rochford

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Tara Steward, a notary public for this county and state, John Cobb Rochford who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Tara Steward

Notary's Signature

TARA STEWARD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 8/23/11