Davidson County DEEDWARR
Recvd: 03/24/10 15:23 5 pgs
Fees:28.00 Taxes:314.50
20100324-0022145

This Instrument Prepared By:
Gibson, Gregory & Gwyn, PLLC
401 Church Street, Suite 2220
Nashville Tennessee 37219

ADDRESS NEW OWNER:

Jerry Wimberly
P. O. Box 110121
Nashville, TN 37222

SEND TAX BILL:

New Owner

MORTGAGEE:
Tennessee Bank & Trust
9000 Carothers Parkway
Franklin, TN 37067

MAP AND PARCEL:
13505005300

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Metropolitan Nashville Airport Authority** ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Jerry Wimberly** ("Grantee"), his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 58 on the Plan of Town Park Estates, of record in Plat Book 3300, pages 64 and 65, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Metropolitan Nashville Airport Authority by Warranty Deed dated September 11, 1995 from Anna Laura Overfield, an unmarried person, of record in Book 9793, page 715, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to: (1) real estate taxes for the current year, which will be assessed by the Davidson County Assessor of Property and are assumed by the Grantee; (2) all applicable zoning ordinances and building restrictions; (3) all covenants, bylaws, restrictions, declarations and easements of record; (4) such limitations and easements as may affect the premises; and (5) the Avigation Easement and Contract reflected on Exhibit "A" attached hereto and incorporated herein by reference.

This is improved property known as 324 Melvin Jones Drive, Nashville, TN 37217.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, his heirs, successors and assigns, forever; and Grantor, does covenant with Grantee that it is lawfully seized and possessed of the Property 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 assigns and representatives, to warrant and forever defend the title to the Property to Grantee, his heirs, successors and assigns,

against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness its hand this 18th day of March, 2010.

Metropolitan Nashville Airport Authority

BY: _____
Monty Burgess, Senior V.P. and COO

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared Monty Burgess, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior V.P. and COO of Metropolitan Nashville Airport Authority, the within named bargainor, and that he as such Senior V.P. and COO executed the foregoing instrument for the purposes therein contained, by signing the name of the Metropolitan Nashville Airport Authority.

Witness my hand and official seal this 18th day of March, 2010.

_____
Notary Public

JOYCE A. HOLLOWAY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 1/3/2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $85,000.00.

_____
AFFIANT

Subscribed and sworn to before me
this 22 day of March, 2010.

_____
NOTARY PUBLIC

My Commission Expires: 7/5/11

ANDREW B. GIBSON, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN My Comm. Expires July 5, 2011

EXHIBIT A

AVIGATION EASEMENT AND CONTRACT

WHEREAS, Jerry Wimberly, hereinafter the "Grantor," has now been conveyed Property; and

WHEREAS, the Metropolitan Nashville Airport Authority, hereinafter the "Authority," is the owner and operator of the Nashville International Airport, hereinafter the "Airport," situated in Davidson County, Tennessee, which is located in the vicinity of the Property (hereinafter defined); and,

WHEREAS, the Authority desires to obtain and preserve, for the use and benefit of the Authority, 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, 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, hereby acknowledges to Authority, hereinafter the "Grantee," its successors and assigns, for the use and benefit of Grantee, the Airport, the operators, owners and users of aircraft of all types and for the public in general, that Grantor has purchased Property subject to 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 herein 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 granted upon and subject to the following terms and conditions:

SECTION I. Grantor 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 seventy-five (75) feet above the surface of the Property as such surface exists on the date hereof or that elevation 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" whichever is greater. In the event that Grantor permits or suffers to remain upon the aforesaid Property over which said easement and right-of-way is situated any obstruction as defined above, Grantee shall have the right, at its sole option after giving five (5) days of notice to Grantor, to remove any such obstruction or to mark and light any such obstruction, and to use any and all means necessary to effectuate said right. Grantor does not release Grantee from liability for any damage to the property occasioned by such removal.

SECTION II. Grantor shall not hereafter use, cause or permit to be used, or suffer use of the 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. In the event that Grantor permits or suffers to remain upon the Property any instrumentality described above, Grantee shall have the right, at its sole option after giving of five (5) days notice to Grantor, to remove such instrumentality and to use any and all means necessary to effectuate such right. Grantor, however, does not release Grantee from liability for any damage to the Property occasioned by such removal.

SECTION III. Grantor, for themselves, their heirs, 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 Grantor 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. 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 Grantor or those claiming under Grantor 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.

SECTION IV. Grantor, their heirs, assigns, and successors shall keep and hold Grantee, 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 damage to property, occurring upon the Property, or within the airspace subject to the easement and right-of-way granted herein, or arising out of the use and occupancy of the Property. This indemnity is limited to such claims that may arise out of the normal operation of aircraft, and shall not be operative for claims by Grantor or those claiming under Grantor 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.

SECTION V. The easement and right-of-way granted 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, their heirs, successors, and assigns, and Grantee, its successors and assigns forever.

SECTION VI. 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 to Grantor at Grantor's address and to the address of the Property and to the Grantee at President, Metropolitan Nashville Airport Authority, One Terminal Drive, Suite 501, Nashville, Tennessee 37214. Change of address may be affected by giving written notice as provided above.

SECTION VII. 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 hereof contained herein and any application thereof shall not in any way be affected or impaired thereby.

TO HAVE AND TO HOLD the said easement and right-of-way and all of the rights appertaining thereto to the Grantee, its successors and assigns, until the said Airport shall be abandoned and shall cease to be used for public airport purposes; and Grantor do for themselves and their heirs, successors, and assigns, hereby covenant with the said Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of the aforesaid real property in fee simple, have a good right and full power to grant, bargain, sell and convey the aforesaid easement and right-of-way over said real property in the manner aforesaid, and that the same are free and clear of all liens and encumbrances whatsoever (except those noted by signature of mortgage holders below); and Grantor does further covenant and bind themselves, their heirs, successors, and assigns, to warrant and forever defend the title to the said land and easement and right-of-way to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

I, Andrew B. Gibson, Jr., 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 to law.

Signature

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a notary public for this county and state, Andrew B. Gibson, Jr., who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

MY COMMISSION EXPIRES: 9/3/2012

Notary's Seal

