BILL GARRETT, Davidson County
Trans:T20150004691 DEEDQC
Recvd: 01/20/15 13:53 10 pgs
Fees:52.00 Taxes:0.00
20150120-0005517

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (EWB)
150 Third Ave South, Suite 2800
Nashville, Tennessee 37201

# QUITCLAIM DEED

| Address New Owner(s) | Send Tax Bills To: | Map-Parcel Numbers |
|---|---|---|
| Metropolitan Government of Nashville and Davidson County<br>Department of Finance<br>Division of Public Property Administration<br>1 Public Square, Suite 106<br>Nashville, Tennessee 37201 | Same | Map 143, Parcel 8<br>Map 143, Parcel 9<br>Map 143, Parcel 10<br>Map 143, Parcel 21 |

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, FRIENDS OF THE WARNER PARKS, INC., a Tennessee not-for-profit corporation ("Grantor"), hereby quitclaims and conveys to METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Grantee"), its successors and assigns, (1) all of Grantor's right, title and interest in and to certain real property in Davidson County, Tennessee (the "Property"), more particularly described on Exhibit A attached hereto, but specifically excluding a 5.01 acre tract more particularly described on Exhibit B attached hereto (the "Retained Farmhouse Tract"), the ownership of which is being retained by Grantor, together with (2) an easement across the Retained Farmhouse Tract, as more specifically herein described.

The Property herein conveyed is unimproved property located on Highway 100, Nashville, Davidson County, Tennessee.

The easement herein granted to Grantee shall be for ingress and egress to the Property from Highway 70, and for parking to serve the Property, and shall be located within the bounds of the presently existing roadway/driveway located on the Retained Farmhouse Tract. In consideration for the grant of such easement, it shall be the obligation of Grantee to maintain and repair such roadway/driveway from time to time as required; but all such maintenance and repairs shall be undertaken only after consultation with, and the written approval of, Grantor. It is understood and agreed that the easement herein granted is non-exclusive and that Grantor, its successors and assigns, shall continue to use the roadway/driveway located on the Retained Farmhouse Tract and the improvements thereon for access to the Retained Farmhouse Tract.

The Property herein conveyed shall become an addition to, and part of, Edwin Warner Park; and Grantee covenants that Grantor, its successors and assigns shall have the right from time to time to determine the name, designation, or other identification ascribed to the Property and each portion and feature thereof (collectively, the "Reserved Naming Rights"). Without limiting the generality of the foregoing, it is the intent of the parties that "The Hill Forest" or the

"Hill Old Growth Forest" shall be the primary name ascribed to that portion of the Property referred to as the "Hill Old Growth Forest" in the Quitclaim Deed from Nine Mile Hill, LLC to FOWP Nine Mile Hill, LLC of record as Instrument No. 20090612-0054991, Register's Office for Davidson County, Tennessee (the "Hill Deed").

From time to time in the course of preparing any master plan or other plan or design for the use of the Property or any portion thereof, or planning any improvements thereto, Grantee shall, from the inception of such planning or design process, consult with, and seek the advice of, Grantor.

Grantor and Grantee hereby acknowledge and agree that the Property has been transferred and conveyed to Grantee with the intent that it be preserved in its natural, scenic, forested and open space condition, unless Grantor and H.G. Hill Realty Company, LLC ("Hill Realty") consent otherwise in writing. Grantee hereby acknowledges and agrees that it has accepted this conveyance to honor such intentions, and Grantee hereby acknowledges and agrees that (i) the Hill Forest portion of the Property, as described in the Hill Deed, shall at all times be used and maintained as a natural area or as open space and shall not be further improved in any way except as directly related to such uses, such as, by way of example and not limitation, interpretive structures and signs; and (ii) the balance of the Property shall at all times be used and maintained solely for public park purposes consistent with its existing natural, scenic, forested and open space condition (collectively, the "Park Uses"), and, unless Grantor and Hill Realty otherwise consent in writing, shall not be improved except as directly related to the Park Uses. Improvements directly related to Park Uses shall include, by way of example and not limitation, riding, hiking and biking trails, playgrounds, wildlife or nature center buildings, and related access roads and parking facilities.

Grantor and Grantee expressly acknowledge and agree that, except for improvements or uses consistent with Park Uses, the Property shall not be improved or used in a manner inconsistent with the parties' intent that the Property be preserved in its natural, scenic, forested and open space condition (the "Use Restrictions"). The Use Restrictions shall preclude, without limitation, (a) improvement of the Property with school buildings or other improvements related to schools, library buildings, tennis courts, golf courses, swimming pools, improved athletic fields, firehalls, police stations or other public safety or service buildings, and any commercial, residential or office buildings, (b) any use of the Property that is inconsistent with the protection of any state designated natural area now or hereafter located on all or any portion of the Property or on property adjacent thereto, and (c) any use of the Property for industrial or commercial purposes; provided, however, notwithstanding anything herein to the contrary, commercial uses that are purely ancillary and incidental to, and consistent with, the Park Uses, such as limited food service, permits for limited use of park property, and the sale of gift items, shall be permitted.

Upon any violation of the Use Restrictions, Grantor and/or Hill Realty shall have the right to issue a notice of deficiency to Grantee, which shall identify specifically the deficiency contended (a "Notice of Deficiency" or "Notice"). Any such Notice of Deficiency shall be deemed sufficiently given (a) one (1) day after depositing such Notice with any express mail or other overnight courier service, or (b) three (3) days after depositing such Notice in the United States mail with the proper postage affixed thereto, certified, return receipt requested, if, regardless of whether delivery method (a) or (b) above is utilized, the Notice is addressed to both

(x) the person or entity then listed as the owner of the Property (or the portion of the Property affected by such deficiency) in the records of the Office of the Trustee for the Metropolitan Government of Nashville and Davidson County, Tennessee, at the address for such person or entity listed in the Trustee's records, and (y) the Director of Law for the Metropolitan Government of Nashville and Davidson County, Tennessee. Grantee shall have six (6) months after receiving a Notice of Deficiency to cure and correct the deficiency. In the event a Notice of Deficiency has not been withdrawn by Grantor and/or Hill Realty, as the case may be, in writing, and Grantee fails to correct the deficiency within six (6) months after delivery of the Notice of Deficiency, fee ownership of the Property shall automatically and without further action, revert to Grantor, and Grantee shall execute such documents, instruments and/or deeds as may be reasonably necessary to further evidence the reversion of the Property to Grantor, at no cost to Grantor (the "Right of Reverter"). At any time within six (6) months after receiving a Notice of Deficiency, Grantee shall have the right to file an action seeking a declaratory judgment from a court of competent jurisdiction as to the existence of a deficiency under this paragraph. The time for Grantee to correct a deficiency shall be tolled during the pendency of such an action, including appeals. Grantor and/or Hill Realty shall have the right to issue a Notice of Deficiency at any time following the violation of the Use Restrictions through the date that is one (1) year following the date that Grantee notifies Grantor and/or Hill Realty in writing of such violation (a "Grantee Notice"), and receives confirmation of Grantor and/or Hill Realty's receipt of such Grantee Notice, it being acknowledged that Grantee may, but is not required to issue any Grantee Notice. In the event that Grantee fails to issue a Grantee Notice with respect to any violation, Grantor's and/or Hill Realty's rights hereunder shall continue indefinitely with respect to such violation.

The Reserved Naming Rights, the Park Uses, the Use Restrictions, the Right of Reverter and other covenants and agreements set forth herein shall be appurtenant to, and shall perpetually run with and bind title to the Property and benefit Grantor and/or Hill Realty and be binding upon Grantee and all owners of all or any portion of the Property, and their respective heirs, executors, legal representatives, successors and assigns, and all other parties hereafter having an interest in any portion of the Property and all parties claiming by, through or under them. Without limiting the generality of the foregoing, at such time as any person or entity other then the Grantee named herein becomes the owner of the Property, or any portion thereof, such person or entity shall thereafter be subject to the provisions of this instrument to the same extent as though originally named as the Grantee herein.

This conveyance is expressly made subject to any and all rights of Nine Mile Hill, LLC, H.G. Hill Realty Company, LLC and Friends of the Warner Parks, Inc. set forth in the Hill Deed; and to the lien of real property taxes for 2014, the responsibility for the payment of which taxes is assumed by Grantee.

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.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 9 day of Jan 2014. 2015

FRIENDS OF THE WARNER PARKS, INC.

By: J William Blevins FOWP, President

STATE OF ~~TENNESSEE~~ Florida
COUNTY OF ~~DAVIDSON~~ Lee

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, J William Blevins 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 President of FRIENDS OF THE WARNER PARKS, INC., a Tennessee not-for-profit corporation, and that he as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the not-for-profit corporation by himself as such President.

WITNESS my hand, at office, this 9 day of Jan, ~~2014.~~ 2015

Joan K Riggenbach
Notary Public

My Commission Expires:

11-29-15

JOAN K. RIGGENBACH
MY COMMISSION # EE130921
EXPIRES: November 29, 2015

STATE OF ~~TENNESSEE~~ Florida
COUNTY OF ~~DAVIDSON~~ Lee

The actual consideration for this transfer is $0. Pursuant to T.C.A. §67-4-409(f), no tax shall be imposed or collected on account of the recording of this instrument.

J. William Blevins
Affiant

Subscribed and sworn to before me, this 9 day of Jan, ~~2014~~ 2015.

Joan K Riggenbach
Notary Public

My Commission Expires:
11-29-15

JOAN K. RIGGENBACH
MY COMMISSION # EE130921
EXPIRES: November 29, 2015

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**EXHIBIT A**

Legal Description of the Property

Being a tract of land lying in Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an existing concrete monument in the southerly right-of-way line of Memphis-Bristol Highway (Highway 70 South), right-of-way varies, at a corner common with the property of Windsor Terrace Condominiums, as of record in Plat Book 6250, Page 869, at the Register's Office for Davidson County, Tennessee;

Thence with the southerly right-of-way line of Memphis-Bristol Highway (Highway 70 South), with a curve to the right, along an arc length of 697.01 feet, the central angle of which is 03 deg 30 min 29 sec, the radius of which is 11384.16 feet, the chord of which is North 71 deg 27 min 56 sec East, 696.91 feet to an existing right-of-way monument;

Thence North 73 deg 13 min 10 sec East, 1590.43 feet to an iron rod set;

Thence North 78 deg 21 min 54 sec East, 167.30 feet to an iron rod set;

Thence North 73 deg 13 min 10 sec East, 416.25 feet to an iron rod set;

Thence with a curve to the left, along an arc length of 116.45 feet, the central angle of which is 01 deg 49 min 03 sec, the radius of which is 3670.99 feet, the chord of which is North 72 deg 18 min 46 sec East, 116.44 feet to an iron rod set;

Thence with a curve to the left, along an arc length of 167.81 feet, the central angle of which is 02 deg 37 min 09 sec, the radius of which is 3670.99 feet, the chord of which is North 70 deg 05 min 35 sec East, 167.80 feet to an existing concrete monument;

Thence South 21 deg 12 min 59 sec East, 10.00 feet to a point;

Thence North 68 deg 31 min 52 sec East, 32.17 feet to an iron rod set;

Thence with a curve to the left, along an arc length of 1254.00 feet, the central angle of which is 19 deg 31 min 08 sec, the radius of which is 3680.99 feet, the chord of which is North 58 deg 31 min 21 sec East, 1247.94 feet to an iron rod set;

Thence South 41 deg 14 min 13 sec East, 100.00 feet to an iron rod set;

Thence with a curve to the left, along an arc length of 633.51 feet, the central angle of which is 09 deg 36 min 00 sec, the radius of which is 3780.99 feet, the chord of which is North 43 deg 57 min 47 sec East, 632.77 feet to an iron rod set;

Thence North 50 deg 50 min 13 sec West, 90.00 feet to an iron rod set;

Thence North 37 deg 33 min 47 sec East, 206.12 feet to an existing concrete monument;

Thence North 54 deg 49 min 25 sec East, 111.60 feet to an iron rod set, at a corner common with the property of United Dominion Realty, L.P., as of record in Deed Book 9851, Page 756, at the

Register's Office for Davidson County, Tennessee;

Thence leaving the southerly right-of-way line of Memphis-Bristol Highway (Highway 70 South), with the westerly property line of United Dominion Realty, L.P., South 07 deg 24 min 52 sec West, 275.04 feet to an iron rod set;

Thence South 08 deg 11 min 54 sec West, 333.79 feet to an existing concrete monument, at a corner common with West Meade Highlands, Section Two, as of record in Plat Book 3700, Page 125, at the Register's Office for Davidson County, Tennessee;

Thence with die westerly property line of West Meade Highlands, Section Two, South 09 deg 24 min 43 sec West, 112.39 feet to an iron rod set;

Thence South 08 deg 20 min 41 sec West, 300.00 feet to an existing concrete monument, at a corner common with Harpeth Trace Estates, Phase Three, as of record in Plat Book 5200, Page 751, at the Register's Office for Davidson County, Tennessee;

Thence with the westerly property line of Harpeth Trace Estates, Phase Three, South 06 deg 15 min 40 sec West, 1214.45 feet to an existing iron rod, at a corner common with Revised Treetops at Harpeth Trace, as of record in Plat Book 6250, Page 455, at the Register's Office for Davidson County, Tennessee;

Thence with the westerly property line of Revised Treetops at Harpeth Trace, South 06 deg 14 min 44 sec West, 434.92 feet to an existing iron rod;

Thence South 07 deg 01 min 28 sec West, 323.33 feet to an existing iron rod, at a corner common with Harpeth Trace Estates, Phase Four, as of record in Plat Book 6900, Page 258, at the Register's Office for Davidson County, Tennessee;

Thence with the westerly property line of Harpeth Trace Estates, Phase Four, South 06 deg 58 min 42 sec West, 490.86 feet to an existing iron rod, in the westerly right-of-way line of Harpeth Trace Drive, at a corner common with the Harpeth Ridge P.U.D., as of record in Plat Book 5200, Page 723, at the Register's Office for Davidson County, Tennessee;

Thence leaving the westerly right-of-way line of Harpeth Trace Drive, with the northerly property line of Harpeth Ridge P.U.D., North 83 deg 40 min 56 sec West, 510.23 feet to an existing concrete monument;

Thence with the westerly property line of Harpeth Ridge P.U.D., South 05 deg 14 min 04 sec West, 140.31 feet to an iron rod set;

Thence South 22 deg 43 min 05 sec West, 96.50 feet to an iron rod set;

Thence South 50 deg 21 min 31 sec West, 239.30 feet to an existing iron rod, at a corner common with Harpeth Trace Estates, Phase Two, as of record in Plat Book 5200, Page 556, at the Register's Office for Davidson County, Tennessee;

Thence with the westerly property line of Harpeth Trace Estates, Phase Two, South 60 deg 40 min 39 sec West, 264.00 feet to an existing concrete monument;

Thence South 16 deg 40 min 39 sec West, 231.00 feet to an iron rod set;

Thence South 02 deg 24 min 21 sec East, 279.90 feet to an existing iron rod;

Thence South 57 deg 02 min 17 sec West, 214.96 feet to an existing concrete monument, at a corner common with the property of Virginia Taylor, as of record in Deed Book 7654, Page 486, at the Register's Office for Davidson County, Tennessee;

Thence with the northerly property line of Virginia Taylor, North 82 deg 48 min 21 sec West, 552.59 feet to an existing iron rod, at a corner common with the property of Friends of the Warner Parks, Inc., as of record in Instrument Number: 20070308-0028554, and Instrument Number: 20040518-0058046, at the Register's Office for Davidson County, Tennessee;

Thence with the northerly property line of Virginia Taylor, North 83 deg 22 min 41 sec West, 420.48 feet to an iron rod set;

Thence with the westerly property line of Virginia Taylor, South 05 deg 03 min 16 sec West, 2882.21 feet to an iron rod set, in the northerly right-of-way line of CSX Transportation Railroad;

Thence with the northerly right-of-way line of CSX Transportation Railroad, with a curve to the right, along an arc length of 897.27 feet, the central angle of which is 18 deg 25 min 40 sec, the radius of which is 2789.79 feet, the chord of which is South 72 deg 46 min 16 sec West, 893.41 feet to an existing iron rod, in the easterly property line of Friends of the Warner Parks, Inc., as of record in Instrument Number: 20040803-0092571, at the Register's Office for Davidson County, Tennessee;

Thence leaving the northerly right-of-way line of CSX Transportation Railroad, with the easterly property line the Friends of the Warner Parks, Inc., North 05 deg 03 min 16 sec East, 3243.60 feet to an iron rod set;

Thence with the northerly property line of the Friends of the Warner Parks, Inc., North 81 deg 13 min 07 sec West, 851.00 feet to an existing iron rod, at a corner common with the property of Windsor Terrace Condominiums, as of record in Plat Book 6250, Page 869, at the Register's office for Davidson County, Tennessee, as amended by Amendment to Deed and Consent of Record as Instrument No. 20141215-114453, said Register's Office.

Thence with the easterly property line of Windsor Terrace Condominiums, North 14 deg 35 min 54 sec West, 2006.75 feet to the POINT OF BEGINNING. Containing 14,106,985 square feet or 323.851 acres more or less.

The foregoing described tract being the same property conveyed to Grantor by Quitclaim Deed from FOWP Nine Mile Hill, LLC, a Tennessee limited liability company, of record as Instrument No. 20090612-0054991, Register's Office for Davidson County, Tennessee, as amended by Amendment to Deed and Consent of Record as Instrument No. 20141215-0114453, said Register's Office.

Included in the foregoing description, but excluded from this conveyance to Grantee is the 5.01 acre Retained Farmhouse Tract more particularly described on Exhibit B attached hereto, the ownership of which is being retained by Grantor.

The property herein conveyed being part of the same property conveyed to Grantor by the aforesaid Quitclaim Deed from FOWP Nine Mile Hill, LLC of record as Instrument No. 20090612-0054991, said Register's Office as amended by Amendment to Deed and Consent of Record as Instrument No. 20141215-0114453, said Register's Office.

**EXHIBIT B**
The Retained Farmhouse Tract

Being a certain tract or parcel of land lying and being in the Thirty-Fourth Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, identified as a portion of Metro PID Numbers 14300000900 and 14300001000 and is a portion of Friends of the Warner Parks Property, Inc. property recorded as Instrument Number 20090612-0054991 (R.O.D.C.T.), and is more particularly described as follows:

Beginning at a ½" Rebar (N) w/ Sexton Cap where the rights-of-way of the Memphis-Bristol Highway and Old US Highway 70S (abandoned/closed by Ordinance Number BL2002-1182) intersect, this being the westernmost corner of the property described herein, reference a Concrete Monument (O) in the south right-of-way of the Memphis-Bristol Highway (aka US Highway 70S and Harding Pike) at S 73°50'52" W a distance of 2392.38', this being the northwest parent tract corner of Friends of the Warner Parks, Inc.; thence with the south right-of-way of the Memphis-Bristol Highway for two calls: N 79°24'09" E a distance of 61.06' to a ½" Rebar (N) w/ Sexton Cap; N 74°15'25" E a distance of 44.71' to a ½" Rebar (N) w/ Sexton Cap where the rights-of-way of the Memphis-Bristol Highway and Old US Highway 70S (abandoned/closed by Ordinance Number BL2002-1182) intersect; thence leaving the right- of-way of the Memphis-Bristol Highway and through the lands of Friends of the Warner Parks, Inc. and with the north right-of-way of Old US Highway 70S the following courses and distances: S 77°05'59" E a distance of 343.60' to a ½" Rebar (N) w/ Sexton Cap; with a curve turning to the left having an arc length of 247.63' and a radius of 169.95' (chord bearing of N 61°09'34" E, chord length of 226.30') to a ½" Rebar (N) w/ Sexton Cap; N 17°27'16" E a distance of 4.12' to a ½" Rebar (N) w/ Sexton Cap, this being the northernmost corner of the property described herein; thence leaving the north right-of-way of Old US Highway 70S and crossing Old US Highway 70S through the lands of Friends of the Warner Parks, Inc. S 53°53'51" E a distance of 63.03' to a ½" Rebar (N) w/ Sexton Cap at a fence post at the end of a fence; thence continuing through the lands of Friends of the Warner Parks, Inc. and with the meanders of a fence the following courses and distances: S 53°53'51" E a distance of 450.63' to a ½" Rebar (N) w/ Sexton Cap at a fence post corner; N 33°04'09" E a distance of 179.39' to a ½"" Rebar (N) w/ Sexton Cap at a 8" Hickory fence corner; S 59°11'47" E a distance of 193.29' to a ½" Rebar (N) w/ Sexton Cap at a fence post corner, this being the northeast corner of the property described herein; S 24°23'40" W a distance of 194.91' to a fence post at the end of a fence; thence leaving the fence and continuing through the lands of Friends of the Warner Parks, Inc. for two calls: S 24°23'40" W, crossing Flat Creek, a distance of 56.53' to a ½" Rebar (N) w/ Sexton Cap; N 59°53'02" W a distance of 183.57' to a ½" Rebar (N) w/ Sexton Cap in the center of Flat Creek; thence leaving the center of Flat Creek and with the meanders of a fence and continuing through the lands of Friends of the Warner Parks, Inc. the following courses and distances: S 28°33'34" W a distance of 243.49' to a ½" Rebar (N) w/ Sexton Cap at a fence corner post, this being the southernmost corner of the property described herein; N 46°04'45" W a distance of 297.79' to a ½" Rebar (N) w/ Sexton Cap at a fence corner post; N 32°24'36" E a distance of 47.42' to a ½" Rebar (N) w/ Sexton Cap at a fence corner post; N 50°16'08" W a distance of 278.61' to a ½" Rebar (N) w/ Sexton Cap at a fence post; N 76°51'41" W a distance of 38.39' to a ½" Rebar (N) w/ Sexton Cap at a fence post at the end of a fence; thence leaving the fence and continuing with Friends of the Warner Parks, Inc. N 76°51'41" W a distance of 7.42' to a ½" Rebar (N) w/ Sexton Cap in the south right-of-way of Old US Highway 70S (abandoned/closed); thence with the aforementioned right-of-way and through the lands of Friends of the Warner Parks, Inc. for three calls: with a curve turning to the right having an arc length of 62.98' and a radius of 219.95' (chord bearing of N 85°18'09" W, chord length of 62.77') to a ½" Rebar (N) w/ Sexton Cap; N 77°05'59" W a distance of 389.65' to a ½" Rebar (N) w/ Sexton Cap; with a non- tangent curve turning to the right having an arc length of 49.66' and a radius of

130.00' (chord bearing of N 72°11'37" W, chord length of 49.36') to the Point Of Beginning containing 218369.84 square feet or 5.01 acres, more or less, according to a survey performed by Thornton and Associates, Inc., 1205 S. Graycroft Avenue, Madison, Tennessee 37115 on 26 July 2014.

Being part of the same property conveyed to Grantor by deed from FOWP Nine Mile Hill LLC, a Tennessee limited liability company of record as Instrument No. 20090612-00054991, Register's Office for Davidson County, Tennessee, as amended by Amendment to Deed and Consent of Record as Instrument No. 20141215-0114453, said Register's Office.