DEED OF DONATION

Davidson County DEEDQC
Recvd: 12/29/16 15:36 4 pgs
Fees:22.00 Taxes:0.00
20161229-0137127

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $0.00.

Affiant

Subscribed and sworn to me on December 21, 2016.

NOTARY PUBLIC
My Commission Expires: 7-11-17

DIANNE R. SIMS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY:

John Cobb Rochford
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 #
Greenways for Nashville, Inc. 511 Oman Street Nashville, TN 372013	Same	16200012300

FOR AND IN CONSIDERATION of the benefits afforded the people of Nashville Tennessee by Greenways for Nashville and the Department of Parks and Recreation of The Metropolitan Government of Nashville and Davidson County, Tennessee and in the furtherance of its desire to see the public benefit from the use of public parkland, BELL ROAD, L.P., a Tennessee limited partnership, hereinafter called **"GRANTOR,"** for no monetary consideration, by these presents does transfer and convey unto GREENWAYS FOR NASHVILLE, a Tennessee nonprofit corporation, hereinafter called **"GRANTEE,"** its successors and assigns, all of GRANTOR'S interest in a certain tract or parcel of land in Davidson County, State of Tennessee, ("the Property"), described as follows:

Beginning at an iron pin on the Easterly margin of Blue Hole Road, said point being the North corner of the property conveyed to Ben Allen Shelton, Jr., of record in Book 3769, Page 39, Register's Office for Davidson County, Tennessee. Thence with said road North 34 deg. 54 min. East 400.05 feet, North 39 deg. 35 min. East 73.08 feet, North 30 deg. 25 min. East 434.96 feet, North 17 deg. 36 min. East 474.72 feet; thence North 59 deg. 49 min. East 37.12 feet to the Southerly margin of Bell Road; thence with the same, South 78 deg. 11 min. East 771.20 feet to the center of a creek; thence with said creek South 44 deg. 04 min. West 164.04 feet; thence South 65 deg. 13 min. West 226.71 feet; thence South 74 deg. 23 min. West 239.10 feet; thence South 48 deg. 22 min. West 246.73 feet; thence South 47 deg. 13 min. West 698.11 feet; thence South 41 deg. 01 min. West 534.69 feet, to the beginning, containing 9.14 acres, more or less.

Being the same property conveyed to Bell Road, L.P., a Tennessee limited partnership, by Quitclaim Deed from Richland South, LLC, a Tennessee limited liability company, of record in Instrument No. 20161117-0121475, in the Register's Office of Davidson County, Tennessee; and being further a portion of the same property conveyed to Richland South, LLC, a Tennessee limited liability company, by Special Warranty Deed from Bell Road, L.P., a Tennessee limited partnership, recorded as Instrument No. 20160725-0076347, Register's Office for Davidson County, Tennessee.

Note: Said property was originally conveyed to Bell Road, L.P. by James I. Vance Berry, Trustee, recorded on the 17th day of November, 1994 in Deed Book 9522, Page 946, in the Register's Office of Davidson County, Tennessee. Subsequently, said property was conveyed in error by Bell Road, L.P., a Tennessee limited partnership, to Richland South, LLC, a Tennessee limited liability company, by Special Warranty Deed, of record in Instrument No. 20160725-0076347, in the Register's Office of Davidson County, Tennessee. The purpose of the Quitclaim Deed referenced in the preceding paragraph was to rectify that error.

The conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those Permitted Encumbrances set forth on EXHIBIT A, attached hereto and incorporated herein by reference (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the GRANTEE, GRANTEE's successors and assigns, forever.

GRANTOR covenants that the Property is free from all encumbrances made or suffered by GRANTOR, except to the extent otherwise set forth herein.

WITNESS our hands on December 21, 2016.

BELL ROAD, L.P.,
a Tennessee Limited Partnership

By: BELL ROAD ASSOCIATES, INC.
a Tennessee corporation, its general partner

By: _____
Name: William H. Cammack
Its: President

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, the undersigned Notary Public in and for the County and State aforesaid, HEREBY CERTIFY that William H. Cammack, personally known to me to be the President of Bell Road Associates, Inc., a Tennessee corporation, the general partner of Bell Road, L.P., a Tennessee limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Bell Road Associates, Inc., the general partner of Bell Road, L.P., appeared before me this day in person and acknowledged that he signed, sealed, and delivered the foregoing instrument as such President of Bell Road Associates, Inc., the general partner of Bell Road, L.P. and as his free and voluntary act of said company for the uses and purposes therein set forth; and on his respective oath state that he was duly authorized to execute said instrument.

SUBSCRIBED AND SWORN TO BEFORE ME, this the 21st day of December, 2016.

_____
NOTARY PUBLIC

DIANNE R. SIMS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 9-11-17

EXHIBIT A
Permitted Encumbrances

1. County of Davidson Property Taxes for 2017 and thereafter, a lien not yet due and payable.

   Note: The Property is not separately assessed for City of Nashville property taxes.

2. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann. 97-5-603, *et seq.*

3. Easement recorded in Book 7945, page 831, Register's Office for Davidson County, Tennessee.

4. Easement for the flow of waters of the Mill Creek, and the rights of the public therein.

5. Rights of upper and lower riparian owners to the flow of the waters of Mill Creek, free from diminution or pollution.

6. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Mill Creek.

7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage as set forth in Instrument recorded in Book 10796, page 66, said Register's Office.

8. Agreement for Dedication of Easement Water Mains and Appurtenances as set forth in Instrument recorded in Book 7136, page 768, said Register's Office.

9. Easement granted to the State of Tennessee by instrument recorded in Book 7838, page 934.

10. Agreement for Dedication of Easement Water Mains and Appurtenances as set forth in Instrument recorded in Book 7946, page 876, said Register's Office.

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.

Signature

State of Tennessee
County of Davidson

Personally appeared before me, Dianne R. Sims, 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.

DIANNE R. SIMS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Notary's Signature

My Commission Expires: 9-11-17