Bill Garrett Davidson County
Batch# 27416 DEEDQC
11/17/2017 01:34:30 PM 5 pgs
Fees: $28.00 Taxes: $12,654.00
20171117-0118390

QUITCLAIM DEED

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $3,420,000.00.

Affiant

Subscribed and sworn to me on November 17, 2017.

NOTARY PUBLIC

My Commission Expires:

THERESA HOSTETLER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires OCT. 7, 2019

THIS INSTRUMENT WAS PREPARED BY:

Community Title Company, LLC
2200 Abbott Martin Road, Suite 201
Nashville, Tennessee 37215
(615)269-7676

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
KIPP Nashville 3410 Knight Drive Nashville, TN 37189	Same as New Owner	04900014900

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, the Metropolitan Government of Nashville and Davidson County, Tennessee, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto KIPP Nashville, a Tennessee not-for-profit corporation, hereinafter called **"GRANTEE,"** its successors and assigns, all its right, title and interest in a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> BEGINNING in the center intersection of Green Lane and Knight Drive, formerly Ewing Road; thence with the centerline of Green Lane, North 86° 15' West 458 feet; thence leaving said Lane, North 17° West 1266 feet to a corner of a 20-acre tract and a 14.55 acre tract; thence with the line between said tracts, North 90° East 976 feet to the centerline of Knight Road; thence with the center of said Knight Drive, South 4° 30' West 562 feet to a point; South 11° West 216 feet to a point; South 16° 15' West 194 feet to a point, and South 1° 30' West 297 feet to the point of beginning.
>
> Being the same property conveyed to Metropolitan Government of Nashville & Davidson County, Tennessee, by Warranty Deed of record in Book 4003, Page 687, in the Register's Office for Davidson County, Tennessee.

This instrument and the interest hereby released and quitclaimed are subject to such limitations, restrictions and encumbrances as may affect the premises.

The Metropolitan Government of Nashville and Davidson County, Tennessee ("Metro"), as **GRANTOR**, reserves to itself a right of first refusal ("ROFR") to repurchase the Property within 20 years after the date hereof (the "ROFR Period"). During the ROFR Period, in the event KIPP proposes to sell or transfer the Property to an unaffiliated third party and receives a bona fide purchase offer, KIPP shall notify Metro in writing ("ROFR Notice") of the terms of such offer, including the proposed sale price ("PSP"). Metro shall have the right to repurchase the Property from KIPP for a price equal to the PSP by notifying KIPP in writing (Exercise Notice") of its intent to do so within 30 days after receipt of the ROFR Notice. If Metro does not provide the Exercise Notice to KIPP within such 30 days, then the ROFR shall lapse and be of no further force and effect and KIPP shall be free to transfer the Property. If Metro elects to exercise the ROFR, then closing of the repurchase shall be within 120 days after delivery of the Exercise Notice or as the parties may otherwise agree. Metro shall have this period of 120 days to perform due diligence and exercise its right of first refusal to the repurchase the Property. Notwithstanding anything to the contrary in this Deed, this ROFR shall not be applicable to any lender exercising its rights under a deed of trust, whether by foreclosure or by deed-in-lieu of foreclosure, provided that such lender provides Metro's Director of Law with a copy of any notice of such lender's intent to foreclose on the Property or to accept a deed in lieu of foreclosure.

Notices under this Agreement shall be provided to:

The Metropolitan Government of Nashville and Davidson County, Tennessee:	**Director of Law** **Metropolitan Courthouse** **Suite 108, P.O. Box 196300** **Nashville, TN 37219**
KIPP Nashville:	**123 Douglas Avenue** **Nashville, TN 37207** **Attn: Randy Dowell**

WITNESS our hands on November 16, 2017.

GRANTOR:
Metropolitan Government of Nashville and Davidson County, Tennessee

By: _____
Steve Berry
Director of Public Property

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 16th day of November, 2017, before me, the undersigned Notary Public, personally appeared **Steve Berry**, known to me (or proved to me on the basis of satisfactory evidence), to be Director of Public Property for the **Metropolitan Government of Nashville and Davidson County, Tennessee**, and who acknowledged that, he, being duly authorized, executed the foregoing instrument for the **Metropolitan Government of Nashville and Davidson County, Tennessee** in his capacity as Director of Public Property.

Witness my hand and official seal, this 16th day of November, 2017.

_____
Notary Public
My Commission Expires: 9-7-21

DIANNE R. KIRBY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

GRANTEE:
KIPP Nashville

By: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this ____ day of November, 2017, before me, the undersigned Notary Public, personally appeared Randy Dowell, known to me (or proved to me on the basis of satisfactory evidence), to be the Executive Director of **KIPP Nashville**, a Tennessee not-for-profit corporation, and who acknowledged that, he, being duly authorized, executed the foregoing instrument for **KIPP Nashville** in his capacity as Executive Director.

Witness my hand and official seal, this ____ day of November, 2017.

_____
Notary Public
My Commission Expires: _____

WITNESS our hands on November ___, 2017.

GRANTOR:
Metropolitan Government of Nashville and Davidson County, Tennessee

By:_____
Steve Berry
Director of Public Property

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this ____ day of November, 2017, before me, the undersigned Notary Public, personally appeared **Steve Berry**, known to me (or proved to me on the basis of satisfactory evidence), to be Director of Public Property for the **Metropolitan Government of Nashville and Davidson County, Tennessee**, and who acknowledged that, he, being duly authorized, executed the foregoing instrument for the **Metropolitan Government of Nashville and Davidson County, Tennessee** in his capacity as Director of Public Property.

Witness my hand and official seal, this ____ day of November, 2017.

_____
Notary Public
My Commission Expires: _____

GRANTEE:
KIPP Nashville

By:_____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 17th day of November, 2017, before me, the undersigned Notary Public, personally appeared Randy Dowell, known to me (or proved to me on the basis of satisfactory evidence), to be the Executive Director of **KIPP Nashville**, a Tennessee not-for-profit corporation, and who acknowledged that, he, being duly authorized, executed the foregoing instrument for **KIPP Nashville** in his capacity as Executive Director.

Witness my hand and official seal, this 17th day of November, 2017.

_____
Notary Public
My Commission Expires: 1/6/2020

NIKKOLE D JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires January 6, 2020

True Copy Certification

I, Jay H. Smith, 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 therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith 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: 6/21/2021

Notary Seal:

