Karen Johnson Davidson County
Batch# 264992 DEEDWARRSP
08/01/2019 08:28:30 AM 6 pgs
Fees: $32.00 Taxes: $0.00
20190801-0075766

SPECIAL WARRANTY DEED	STATE OF TENNESSEE, COUNTY OF DAVIDSON CONVEYANCE TO THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE - EXEMPT

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 #
The Metropolitan Government of Nashville and Davidson County, Tennessee P.O. Box 196300 Nashville, TN 37219	Exempt	102-00-0-005.00

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 THOMAS BROS. GRASS, LLC, a Texas limited liability company, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, hereinafter called "GRANTEE," its successors and assigns, all of GRANTOR'S right, title and interest in and to a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described in EXHIBIT A, which is attached hereto and incorporated herein by this reference (the "Property").

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

TO HAVE AND TO HOLD the Property with all appurtenances, hereditaments, 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. Grantor covenants and binds itself and its successors to warrant specially and defend to Grantee forever the title to said Property against the lawful claims of all persons claiming through or under Grantor (excluding claims arising out of the Permitted Encumbrances), but no further or otherwise.

GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (B) THE MANNER OR QUALITY OF ANY MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, (C) SOIL, DRAINAGE AND OTHER PHYSICAL CONDITIONS OF THE PROPERTY AND THE SUITABILITY THEREOF FOR THE PURPOSES DESCRIBED IN THIS LEASE, AND (D) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER

OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND AGREES, GRANTOR IS CONVEYING TO GRANTEE AND GRANTEE SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY.

WITNESS our hands on July 31, 2019.

GRANTOR: Thomas Bros. Grass, LLC

Ike Thomas
Member/Manager

GRANTEE: Metropolitan Government of Nashville and Davidson County, Tennessee

Kim McDoniel
Interim Director of Public Property

STATE OF Texas)
COUNTY Hood)

Traci Pinkerton
My Commission Expires
08/01/2022
ID No. 131666936

On this 29th day of July, 2019, before me, the undersigned Notary Public, personally appeared **Ike Thomas**, known to me (or proved to me on the basis of satisfactory evidence), to be Member and Manager for the **Thomas Bros. Grass, LLC**, and who acknowledged that, he, being duly authorized, executed the foregoing instrument for the **Thomas Bros. Grass, LLC** in his capacity as Member and Manager.

Witness my hand and official seal, this 29th day of July, 2019.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this ____th day of July, 2019, before me, the undersigned Notary Public, personally appeared **Kim McDoniel**, known to me (or proved to me on the basis of satisfactory evidence), to be Interim Director of Public Property for the **Metropolitan Government of Nashville and Davidson County, Tennessee**, and who acknowledged that, she, being duly authorized, executed the foregoing instrument for the **Metropolitan Government of Nashville and Davidson County, Tennessee** in her capacity as Interim Director of Public Property.

Witness my hand and official seal, this ____th day of July, 2019.

Notary Public
My Commission Expires: _____

OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND AGREES, GRANTOR IS CONVEYING TO GRANTEE AND GRANTEE SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY.

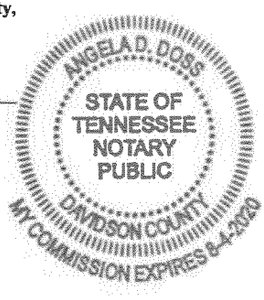
WITNESS our hands on July 30, 2019.

GRANTOR: Thomas Bros. Grass, LLC

_____
Ike Thomas
Member/Manager

GRANTEE: Metropolitan Government of Nashville and Davidson County, Tennessee

_____
Kim McDoniel
Interim Director of Public Property



STATE OF _____)

COUNTY _____)

On this ____th day of July, 2019, before me, the undersigned Notary Public, personally appeared **Ike Thomas**, known to me (or proved to me on the basis of satisfactory evidence), to be Member and Manager for the **Thomas Bros. Grass, LLC**, and who acknowledged that, he, being duly authorized, executed the foregoing instrument for the **Thomas Bros. Grass, LLC** in his capacity as Member and Manager.

Witness my hand and official seal, this ____th day of July, 2019.

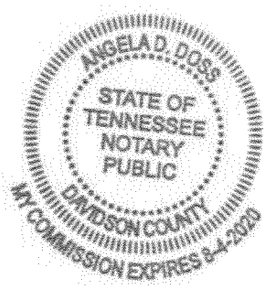
_____
Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 30th day of July, 2019, before me, the undersigned Notary Public, personally appeared **Kim McDoniel**, known to me (or proved to me on the basis of satisfactory evidence), to be Interim Director of Public Property for the **Metropolitan Government of Nashville and Davidson County, Tennessee**, and who acknowledged that, she, being duly authorized, executed the foregoing instrument for the **Metropolitan Government of Nashville and Davidson County, Tennessee** in her capacity as Interim Director of Public Property.

Witness my hand and official seal, this 30th day of July, 2019.

_____
Notary Public
My Commission Expires: _____



My Commission Expires:

EXHIBIT A
The Property

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and is described as follows:

Land in the 13th, formerly the 23rd Civil District of Davidson County, Tennessee, described according to a survey made by George W. Watkins, Surveyor, March 9, 1950, as follows:

Beginning at a point in the center of Old Hickory Boulevard, formerly Bell Bend Road, at the intersection of the center line of said boulevard and the low water mark of the Cumberland River, said point called Clees' Ferry; thence with the low water mark of said Cumberland River South 20 degrees West 556 feet to a point, South 26 degrees 15 minutes West 610 feet to a point, South 39 degrees 45 minutes West 428 feet to a point and South 42 degrees 30 minutes West 1130 feet to a fence; thence with said fence North 40 degrees 15 minutes West 1472 feet to a point, North 39 degrees 15 minutes East 237 feet to a point, North 39 degrees 15 minutes East 237 feet to a point, North 33 degrees 50 minutes East 400 feet to a gate post, North 53 degrees 20 minutes West, 541 feet to a point North 63 degrees 30 minutes West 404 feet to a point and North 12 degrees 45 minutes East 784.5 feet to a point in the center of Old Hickory Boulevard; thence with the center of Old Hickory Boulevard South 85 degrees 15 minutes East 530 feet to a point, North 81 degrees 45 minutes East, 179 feet to a point and South 71 degrees 30 minutes East 2061 feet to the point of beginning, containing 106.8 acres, more or less.

Being the same property conveyed to Thomas Bros Grass, LLC, a Tennessee limited liability company by Special Warranty Deed from TGA Sod, L.P., a Delaware limited partnership, formerly Turfgrass America, LP, a Delaware limited partnership, recorded on the 17th day of November, 2011 in Instrument No. 20111117-0089851, in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

Permitted Encumbrances

1. Taxes and assessments for the year 2019 and subsequent years, not yet due and payable.

2. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann _ 67-5-603, et seq.

3. Application for Greenbelt Assessment - Agriculture recorded at Instrument No. 20120228-0017233, in the Register's Office of Davidson County, Tennessee.

4. Rights of the public to the use of that part of the land described herein within the bounds of Old Hickory Boulevard.

5. Easement for the flow of the waters of the Cumberland River , and the rights of the public therein.

6. Rights of upper and lower riparian owners to the flow of the waters of the Cumberland River, free from diminution or pollution.

7. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Cumberland River.

8. Subject to Perpetual Easement in Connection with the Cumberland River Cheatham lock and dam project as shown at Instrument No. 20111117-0089851, in the Register's Office of Davidson County, Tennessee.

9. Subject to Tennessee Valley Authority Easement as shown in Instrument No. 20111117-0089851, in the Register's Office of Davidson County, Tennessee.

10. Flowage Easement to the U.S Army Corps of Engineers as show in Instrument No. 2011111-0089851, in the Register's Office of Davidson County, Tennessee.

11. Memorandum of License recorded at Instrument No. 20070503-0053315, in the Register's Office of Davidson County, Tennessee.

12. Subject to Mineral Interests in Quitclaim Deed recorded at Instrument No. 20150728-0074264, in the Register's Office of Davidson County, Tennessee.

13. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C.§§499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

14. Rights of tenants under recorded or unrecorded lease(s).

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. Kirby, 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.

Notary's Signature

My Commission Expires: 09-07-21.

Notary's Seal (If on paper)

DIANNE R. KIRBY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY