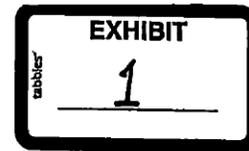


Fee Simple Acquisition Option



Project: **Land Acquisition for Metropolitan Parks and Recreation**

Property Address: **0 Lebanon Pike
Nashville, Tennessee 37214**

Map No. **085-00-0**
Parcel No. **012.00**

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the mutual benefits that will accrue by reason of the hereinafter described acquisition, we/I hereby grant and give to the Metropolitan Government of Nashville and Davidson County, Tennessee ("Metropolitan Government"), its agents or assigns, the right and option to purchase at within approximately 200 days from the date hereof or within a reasonable period of time thereafter necessary to obtain the required documents to conclude the closing, upon the terms set forth, the fee simple interest in the herein described property located in Metropolitan Nashville and Davidson County, Tennessee:

Being Parcel 012.00, Tax Map 085-00-0, containing 53 acres, more or less.

And Grantor(s) hereby agree(s) upon notice of the desire of the Metropolitan Government to exercise said right or option, within the time set out above (the Notice), to convey to said Metropolitan Government, its agents or assigns, by good and sufficient Warranty Deed, the stated interest in the described tract of land. In the event the Metropolitan Government does not give notice of exercise of this option within the time set out above, this instrument is to become null and void.

It is agreed that consideration paid to Grantor(s) by the Metropolitan Government will be applied consistent with applicable lien holders agreements, if applicable, unless waived by said lien holders. Grantor acknowledges that the herein-described consideration, when paid to Grantor at closing, shall constitute good and sufficient consideration for this transaction. The Metropolitan Government will pay all normal closing costs, including title insurance.

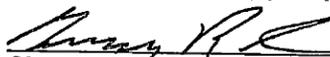
It is agreed should the Metropolitan Government exercise said right or option within the time set out above, that Grantor(s) will be paid **Eight Hundred Forty-Four Thousand Dollars and 00/00 (\$844,000)** upon execution of the aforesaid deed to the Metropolitan Government. Grantor(s) will pay taxes for the current year (pro-rated) and all back taxes, if any, assessed on above described property.

It is agreed that within ten (10) days from this agreement, the Metropolitan Government will be granted access to the property at all times for the purpose of performing a Survey, Phase I Environmental Site Assessment, and any and all inspections deemed necessary. It is agreed Seller does not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the Metropolitan Government during the times granted access to the property.

The purchase of this property is contingent upon the approval of the Metropolitan Council.

IN WITNESS WHEREOF, we/I hereunto set our/my hand(s), and obligate ourselves/myself and our/my heirs, executors and assigns to faithfully perform this agreement, in its entirety, on this, the 23 day of August, 2018.

Grantor(s) Signature(s) Required:



Charlie R. Smith Family LP
George R. Adams Jr., Trustee

Charlie R. Smith and Mark

J. Smith Revocable Trust
Agreement dated January 25,
2012; General Partner of the
Charlie R. Smith Limited
Partnership.

For the Metropolitan Government:



Steve Berry, Director
Public Property Administration

Fee Simple Acquisition Option

Project: **Land Acquisition for Metropolitan Parks and Recreation**

Property Address: **205 Downeymeade Drive
Nashville, Tennessee 37214**

Map No. **085-07-0**
Parcel No. **026.00**

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the mutual benefits that will accrue by reason of the hereinafter described acquisition, we/I hereby grant and give to the Metropolitan Government of Nashville and Davidson County, Tennessee ("Metropolitan Government"), its agents or assigns, the right and option to purchase at within approximately 200 days from the date hereof or within a reasonable period of time thereafter necessary to obtain the required documents to conclude the closing, upon the terms set forth, the fee simple interest in the herein described property located in Metropolitan Nashville and Davidson County, Tennessee:

Being Parcel 026.00, Tax Map 085-07-0, containing .72 acres, more or less.

And Grantor(s) hereby agree(s) upon notice of the desire of the Metropolitan Government to exercise said right or option, within the time set out above (the Notice), to convey to said Metropolitan Government, its agents or assigns, by good and sufficient Warranty Deed, the stated interest in the described tract of land. In the event the Metropolitan Government does not give notice of exercise of this option within the time set out above, this instrument is to become null and void.

It is agreed that consideration paid to Grantor(s) by the Metropolitan Government will be applied consistent with applicable lien holders agreements, if applicable, unless waived by said lien holders. Grantor acknowledges that the herein-described consideration, when paid to Grantor at closing, shall constitute good and sufficient consideration for this transaction. The Metropolitan Government will pay all normal closing costs, including title insurance.

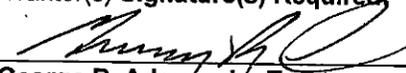
It is agreed should the Metropolitan Government exercise said right or option within the time set out above, that Grantor(s) will be paid **Two Hundred Fifty-Six Thousand Dollars and 00/00 (\$256,000)** upon execution of the aforesaid deed to the Metropolitan Government. Grantor(s) will pay taxes for the current year (pro-rated) and all back taxes, if any, assessed on above described property.

It is agreed that within ten (10) days from this agreement, the Metropolitan Government will be granted access to the property at all times for the purpose of performing a Survey, Phase I Environmental Site Assessment, and any and all inspections deemed necessary. It is agreed Seller does not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the Metropolitan Government during the times granted access to the property.

The purchase of this property is contingent upon the approval of the Metropolitan Council.

IN WITNESS WHEREOF, we/I hereunto set our/my hand(s), and obligate ourselves/myself and our/my heirs, executors and assigns to faithfully perform this agreement, in its entirety, on this, the 23 day of August, 2018.

Grantor(s) Signature(s) Required:


George R. Adams, Jr., Trustee
Charlie R. Smith and Marlene J. Smith
Revocable Trust Agreement dated
January 25, 2012, GP of Smith FLP

For the Metropolitan Government:


Steve Berry, Director
Public Property Administration

**Waiver/Approval Director of Finance for
Public Property Administration Action**

0 Lebanon Pike

Regarding the property located at *205 Downbymeade Drive*
this form shall serve as notice of the Director of Finance's:

- Waiver of
- Approval of

the following actions:

- Appraisal Order
- Environmental Assessment Order
- Acquisition of the above-referenced property on behalf of _____
- Negotiation of lease agreement for above-referenced property on behalf of _____
- Disposition of above-referenced property on behalf of _____
- Mandatory Referral process

If applicable, please provide a brief explanation for waiver of action: *Appraisals ordered by The Conservation Fund on behalf of Metro Parks dated April 14, 2017. Appraisals fall within guidelines and are being used to acquire additional land for parks. Also, since property values continue to rise the age of the appraisal is not an issue. Option price is within 110% of appraisal*

Signed as of this *16* day of *January*, 20*19*.

Talia Lomax-O'dneal

Talia Lomax-O'dneal
Director of Finance