ITEM #_____ Prepared by: Bill Goss

Commissioner _____ Approved by: _____
County Attorney

RESOLUTION TO APPROVE THE TRANSFER OF RIVERDALE PARK, FARMINGTON PARK, AND RED DEVIL FIELD, INCLUDING ALL EXISTING PARK IMPROVEMENTS, EQUIPMENT AND INVENTORY THEREON, TOGETHER WITH A TOTAL OF 26.48 ACRES OF LAND UPON WHICH THE PARKS ARE SITUATED, OWNED BY SHELBY COUNTY, FOR THE USE AND BENEFIT OF THE SHELBY COUNTY CONSERVATION BOARD, LOCATED IN VARIOUS LOCATIONS IN THE CITY OF GERMANTOWN, TO THE CITY OF GERMANTOWN, WITHOUT MONETARY CONSIDERATION, FOR ITS CONTINUED DEVELOPMENT, OPERATION AND MAINTENANCE FOR PUBLIC OUTDOOR RECREATIONAL PURPOSES.

Sponsored by: Commissioner Henri Brooks

WHEREAS, Shelby County Government and the Shelby County Conservation Board, due to budgetary constraints, are desirous of decreasing their ongoing expense of developing, operating and maintaining a county-wide park system by transferring the ownership of all existing County owned parks, located within each municipality and its annexation reserve areas, along with all obligations, duties, responsibilities and liabilities associated therewith, to the respective municipal government for its continued development, operation, maintenance and use of the parks for public outdoor recreational purposes; and

WHEREAS, In 1964, Shelby County, for the use and benefit of the Shelby County Conservation Board, purchased a 10.08 acre tract of land, by Warranty Deed of record as described in Book 5313, Page 268, in the Register's Office of Shelby County, Tennessee, located at 7345 Neshoba Road in Germantown, Tennessee, and further identified as Shelby County Tax Parcel No. G0219 00237, upon which tract of land Riverdale Park has subsequently been constructed and developed by the Board but operated and maintained to-date since 1983 by the City of Germantown under a long term lease; and

WHEREAS, In 1973, Shelby County, for the use and benefit of the Shelby County Conservation Board, purchased a 9.41 acre tract of land, by Warranty Deed of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. H7 8181, located at 2029 Cordes Drive in Germantown, Tennessee, and further identified as Shelby County Tax Parcel No. G0220 00116, upon which tract of land Farmington Park has subsequently been constructed and developed by the Board but operated and maintained to-date since 1983 by the City of Germantown under a long term lease; and

WHEREAS, In 1977, Shelby County, for the use and benefit of the Shelby County Conservation Board, purchased a 9.99 acre tract of land, by Warranty Deed of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. M1 6327; subsequently the Shelby County Conservation Board transferred to Shelby County 3.00 acres of the same in 1997 by Quit Claim Deed of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. HD 6878; and upon the remaining 6.99 acres of which, located at 2710 Cross Country Drive in Germantown, Tennessee, and further identified as Shelby County Tax Parcel No. G0231 00577, Red Devil Field has subsequently been constructed, developed, operated and maintained to-date by the Board but operated and maintained to-date since 1983 by the City of Germantown under a long term lease; and

WHEREAS, The City of Germantown is agreeable to take over the ownership, operation, maintenance, and future development of Riverdale Park, Farmington Park, and Red Devil Field (including the land, existing park improvements, equipment, and inventory thereon), along with all of the obligations, duties, responsibilities and liabilities associated therewith; and

WHEREAS, The Shelby County Conservation Board reviewed this matter and afterwards, approved a motion during its regularly scheduled meeting on October 20, 2004 recommending the transfer of Riverdale Park, Farmington Park, and Red Devil Field to the City of Germantown, without monetary consideration, under certain terms and conditions contained in the attached Interagency Cooperation Contract, which is hereby incorporated by reference; and

WHEREAS, The general public would best be served having all of its local parks under direct ownership by the municipal government having jurisdiction of the areas within which the parks are located, therefore, it is deemed to be in the best interest of Shelby County and the Shelby County Conservation Board to transfer the ownership, operation, maintenance, and future development of Riverdale Park, Farmington Park, and Red Devil Field (including the hereinabove described land, existing park improvements, equipment, and inventory thereon), along with all of the obligations, duties, responsibilities and liabilities associated therewith to the City of Germantown, without monetary consideration, under the terms and conditions contained in the aforedescribed Interagency Cooperation Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the aforedescribed transfer the ownership, operation, maintenance, and future development of Riverdale Park, Farmington Park, and Red Devil Field (including the hereinabove described land, existing park improvements, equipment, and inventory thereon), along with all of the obligations, duties, responsibilities and liabilities associated therewith to the City of Germantown, without monetary consideration, under the terms and conditions contained in the aforedescribed Interagency Cooperation Contract be and the same are hereby approved.

BE IT FURTHER RESOLVED, That the Mayor be and he is authorized to execute the attached Interagency Cooperation Contract and any other documents, including but not limited to a Quit Claim Deed and Bill of Sale, necessary to effect the transfer of ownership, operation, maintenance, and future development of Riverdale Park, Farmington Park, and Red Devil Field (including the hereinabove described land, existing park improvements, equipment, and inventory thereon), along with all of the obligations, duties, responsibilities and liabilities associated therewith to the City of Germantown for the aforementioned purpose.

_____
A C Wharton, Jr.
County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED _____

COPY

INTERAGENCY COOPERATION CONTRACT FOR THE TRANSFER OF RIVERDALE PARK, FARMINGTON PARK, AND RED DEVIL FIELD BY THE COUNTY OF SHELBY TO THE CITY OF GERMANTOWN

THIS AGREEMENT RELATING TO THE TRANSFER OF RIVERDALE PARK, FARMINGTON PARK, AND RED DEVIL FIELD BY THE COUNTY OF SHELBY TO THE CITY OF GERMANTOWN (the "Agreement"), dated the _____ day of _____, 2008, by and between Shelby County, Tennessee, a Political Subdivision of the State of Tennessee (the "County"), Shelby County, Tennessee, a Political Subdivision of the State of Tennessee, acting through the Shelby County Conservation Board (the "Board") and the City of Germantown, Tennessee, a Municipal Corporation of the State of Tennessee (the "City").

WHEREAS, In 1964, the County, for the use and benefit of the Board, purchased a 10.08 acre tract of land, by Warranty Deed of record as described in Book 5313, Page 268, in the Register's Office of Shelby County, Tennessee, located at 7345 Neshoba Road in Germantown, Tennessee, and further identified as Shelby County Tax Parcel No. G0219 00237, upon which **Riverdale Park** has subsequently been constructed, developed, operated and maintained to-date by the Board; and

WHEREAS, In 1973, the County, for the use and benefit of the Board, purchased a 9.41 acre tract of land, by Warranty Deed of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. H7 8181, located at 2029 Cordes Drive in Germantown, Tennessee, and further identified as Shelby County Tax Parcel No. G0220 00116, upon which **Farmington Park** has subsequently been constructed, developed, operated and maintained to-date by the Board; and

WHEREAS, In 1977, the County, for the use and benefit of the Board, purchased a 9.99 acre tract of land, by Warranty Deed of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. M1 6327; subsequently, the Board transferred to the County 3.00 acres of the same in 1997 by Quit Claim Deed of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. HD 6878; and upon the remaining 6.99 acres of which, located at 2710 Cross Country Drive in Germantown, Tennessee, and further identified as Shelby County Tax Parcel No. G0231 00577, **Red Devil Field** has subsequently been constructed, developed, operated and maintained to-date by the Board; and

WHEREAS, Part of the funds required to purchase these tracts of land and construct Riverdale Park, Farmington Park, and Red Devil Field improvements may have been secured through state and/or federal grants which, in that event, obligates the County and the Board to certain perpetual duties, responsibilities and liabilities associated with the construction, development, operation, maintenance and continued use of Riverdale Park, Farmington Park, and Red Devil Field for public outdoor recreational purposes; and

WHEREAS, The County and the Board, due to budgetary constraints, are desirous of decreasing their ongoing expense of developing, equipping, operating and maintaining a county-wide park system by transferring the ownership of all existing County owned parks, located within each municipality and its annexation reserve areas, along with all obligations, duties, responsibilities and liabilities associated therewith, to the respective municipal government for its continued development, equipment, operation, maintenance and use of the parks for public outdoor recreational purposes; and

WHEREAS, The City is agreeable to take over the ownership, operation, maintenance, and future development of Riverdale Park, Farmington Park, and Red Devil Field (including the land, existing park improvements, equipment and inventory thereon) (the "Property"), along with all of the obligations, duties, responsibilities and liabilities associated therewith; and

WHEREAS, The general public would best be served having all of its local parks under direct ownership by the municipal government having jurisdiction of the areas within which the parks are located, therefore, it is deemed to be in the County's and the Board's best interest to transfer the above described Property to the City under certain terms and conditions.

NOW THEREFORE, For and in consideration of the above stated purposes, as the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The County and the Board hereby agree to convey, grant, transfer and confirm unto the City by Quit Claim Deed and Bill of Sale, the above referenced land commonly known as **Riverdale Park, Farmington Park, and Red Devil Field**, including therewith all existing park improvements, equipment and inventory thereon, in their existing condition, **AS IS, WHERE IS and WITH ALL FAULTS**. The County agrees to release the City, its officers, agents and employees from any claim, cost, loss, liability, damage, expense, demand and cause of action arising from or related to any preexisting environmental conditions of the Property to the extent permitted by the laws of the State of Tennessee. The City hereby accepts the Property accordingly. The County and the Board herein or otherwise make no warranties or representations expressed or implied, or arising by operation of law whatsoever in respect to the Property, including, but not limited to, any warranty or condition of habitability, merchantability, tenantability or fitness for a particular purpose. Furthermore, the City, to the extent legally permitted, or anyone claiming by, through or under the City, hereby fully releases the County and the Board, its officers, agents and employees from any claim, cost, loss, liability, damage, expense, demand and cause of action arising from or related to any construction, building or installation defects, errors, omissions, or other conditions affecting the Property.

2. The City, at Closing (as between the City, the County and the Board) shall become liable, obligated and responsible for and shall otherwise pay for the maintenance, repair, operation, administration, development and all other economic burdens of, pertaining to and associated with the Property arising as of and subsequent to the Closing date, including but not limited to any and all obligations of the County and the Board relating thereto as mandated by the State of Tennessee or Federal Government or any agency thereunder and all suits, claims, actions and damages, arising out of or due to any act, failure to act, occurrence or omission of the City, its officers, agents or employees. In conjunction with the transfer of the Property and said obligations, duties, responsibilities and liabilities associated hereunder, the City agrees to execute upon request any Transfer of Jurisdiction documents mandated by the State of Tennessee or Federal Government to formally effect the transfer of the same.

3. Utilities and other customarily prorated expenses and any contracts or agreements for services to the Property to be transferred to and assumed by the City, to the extent paid for by the County or the Board, or required to be paid for by the County or the Board for a period after Closing, shall be prorated as of the Closing date. Other expenses relating to the Property up to the Closing date and all periods prior thereto including those required by any contract or agreement for any services to the Property and those incurred or ordered by the County or the Board or their agents which are not to be transferred and assumed by the City, including, but not limited to administrative expenses of the County or the Board shall be paid for by the County or the Board, and the City shall not be liable therefore. The County or the Board shall not assign to the City and the City shall not be entitled to any deposits held by any utility company or other company servicing the Property; but rather such deposits shall be returned to the County or the Board, and the City shall arrange and bear all responsibility to arrange with all companies to have accounts styled in the City's name beginning on the Closing date.

4. The Closing of the transfer of the Property shall occur on the date and at the time the Quit Claim Deed and Bill of Sale are conveyed to the City.

5. The Property shall continue to be used as a public park open and available to all citizens of Shelby County on a basis generally equal to the citizens of the City. For purposes of this statement, the parties understand and acknowledge that there may be occasions and circumstances whereby citizens residing outside of the City are charged user fees over and above the user fees, if any, charged to the citizens of the City. The County and Board agree that such user fees may be charged to citizens residing outside of the City so long as said fees are fair and reasonable.

6. The Property shall continue to be owned by the City so long it is utilized as a public park. If the Property ever ceases to be a public park, the Property shall revert back to the County.

7. The City agrees to maintain the Property throughout its development in a neat, clean and orderly manner in accordance with state and local park maintenance standards.

8. The County or the Board may record this Agreement with the Office of the Shelby County Register if it deems same to be appropriate. The terms, conditions and covenants made herein shall survive the Closing, shall be a covenant running with the Property and shall be binding upon the City, its successors, and assigns.

9. This Agreement shall be deemed drafted by both parties equally.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first written above.

CITY OF GERMANTOWN, TENNESSEE

By: _____
Sharon Goldsworthy, City Mayor

ATTEST:

By: _____
City Clerk/Recorder

Approved as to Form:

By: _____
City Attorney

Other City Approvals:

By: Pam Beasley
Director of Parks & Recreation

SHELBY COUNTY, TENNESSEE

By: _____
A C Wharton, Jr., County Mayor

SHELBY COUNTY, TENNESSEE, ACTING THROUGH THE SHELBY COUNTY CONSERVATION BOARD

By: John F. McCormick
John F. McCormick, Chairman
Shelby County Conservation Board

Approved as to Form:

By: CKinard
Assistant County Attorney

Other County Approvals:

By: _____
Conservation Board Director

By: _____
County Real Estate Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **JOHN F. McCORMICK**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Chairman of the Shelby County Conservation Board**, the within named bargainor, and that he as such **Chairman**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Shelby County Conservation Board** by himself as such **Chairman**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this 7th day of April, 2008.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

WILLIAM L. GOSS
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
MY COMM. EXP. 10-19-08

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this ____ day of _____, 2008.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **Sharon Goldsworthy, Mayor of the City of Germantown**, with whom I am personally acquainted, and who upon oath acknowledged herself to be the **Mayor of the City of Germantown**, the within named bargainor, one of the municipal corporations of the State of Tennessee, and that she as such **Mayor** of said city, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Germantown** by herself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in the City of Germantown, in the County aforesaid, this ____ day of _____, 2008.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

COPY

QUIT CLAIM DEED

THIS INDENTURE, made and entered into this _____ day of _____, 2008, by and between **Shelby County, Tennessee, a Political Subdivision of the State of Tennessee**, (hereinafter referred to as "**Grantor**"), and the **City of Germantown, a Municipal Corporation of the State of Tennessee**, (hereinafter referred to as "**Grantee**").

WITNESSETH: That for and in consideration of TEN AND NO/100 DOLLARS ($ 10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Grantor** has this day bargained and sold and does hereby bargain, sell, remise, release, convey and forever quitclaim unto **Grantee**, its successors and assigns, all of its right, title and interest in and to the following described real estate, situated and being in the City of Germantown, County of Shelby, State of Tennessee, to-wit:

Tract No. I – RIVERDALE PARK

Part of Lots 5 and 6 of Lot 18 in Neshoba's Chancery Court Subdivision, being more particularly described as follows:

Beginning at a point in the south line of Neshoba Road, said point being in the northwest corner of the said Lot 6, said point being 1645 feet eastwardly from Riverdale Road along the south line of Neshoba Road; thence eastwardly along the south line of Neshoba Road 665 feet to a point in the northeast corner of Lot 5 in Neshoba's Chancery Court Subdivision; thence southwardly along the east line of Lot 5 a distance of 660 feet to a point; thence westwardly 665 feet parallel with the south line of Neshoba Road to a point in the west line of Lot 6 of the said Neshoba's Chancery Court Subdivision; thence northwardly with the said west line of Lot 6 a distance of 660 feet to the beginning, containing 10.0 acres, more or less, and being a part of the same property described in Chancery Court Minute Book No. 212, Page 330-331, and Warranty Deed Book No. 1512, Page 447, in the Shelby County Register's Office.

Being the same tract of land conveyed to SHELBY COUNTY, TENNESSEE, for the use and benefit of the SHELBY COUNTY CONSERVATION BOARD, by Warranty Deed of Record as described in Book 5313, Page 268, in the Register's Office of Shelby County, Tennessee.

Tax Parcel No. G0219 00237

EASEMENT RESERVATIONS

The hereinabove described 10.0 acre tract of land is being sold subject to any and all easements of record and easements for any existing utility, storm drain and sanitary sewer facilities.

REVERSIONARY CLAUSE

Should the hereinabove described 10.0 acre tract of land subsequently cease to be utilized as a public park, then and in that event, this conveyance shall automatically become void and the rights conveyed revert back to Shelby County, Tennessee, a Political Subdivision of the State of Tennessee, for the use and benefit of the Shelby County Conservation Board, or its lawful successor.

Tract No. II – FARMINGTON PARK

Beginning at a point in the east line of the Martha Allen tract 209.08 feet south of the Callis tract; thence S 2° 10' 17" E along the east line of the Martha Allen tract 509.37 feet to a point; thence due East 845.98 feet to the proposed west line of Cordes Road; thence North along the west line of Cordes Road and a curve to the left having a radius of 1680.51 feet, 122.35 feet; thence continuing along the proposed west line of Cordes Road due North 350.00 feet; thence along a curve to the left having a radius of 812.29, 36.65 feet; thence due West 868.66 feet to the east line of the Martha Allen tract and the point of beginning.

The above-described tract of land contains 9.41 acres.

Being the same tract of land conveyed to SHELBY COUNTY, TENNESSEE, for the use and benefit of the SHELBY COUNTY CONSERVATION BOARD, by Warranty Deed of Record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. H7 8181.

Tax Parcel No. G0220 00116

EASEMENT RESERVATIONS

The hereinabove described 9.41 acre tract of land is being sold subject to any and all easements of record and easements for any existing utility, storm drain and sanitary sewer facilities.

REVERSIONARY CLAUSE

Should the hereinabove described 9.41 acre tract of land subsequently cease to be utilized as a public park, then and in that event, this conveyance shall automatically become void and the rights conveyed revert back to Shelby County, Tennessee, a Political Subdivision of the State of Tennessee, for the use and benefit of the Shelby County Conservation Board, or its lawful successor.

Tract No. III – RED DEVIL FIELD

Parcel I

THE KUHN 9.99 ACRE TRACT, being more particularly described as follows:

Beginning at an iron pin in the East line of the Nancy McFaddin Copp 65.0795 acre tract, said pin being the northwest corner of the Shelby County Board of Education property; thence North 00° - 46' - 39" East a distance of 466.51 feet to an iron pin in the South line of the J. Talbert Morgan, et al 14.294 acre tract; thence South 89° - 33' - 38" East a distance of 933.17 feet to an iron pin in the West line of the Board of Education property; thence South 00° - 51' - 01" West along said West line of the Board of Education property a distance of 466.80 feet to an iron pin; thence North 89° - 323' - 35" West along the North line of the Board of Education property a distance of 932.34 feet to the point of beginning, containing 9.99 acres in Germantown, Tennessee; Less and Except that 3.00 acres of the hereinabove described property described in Quit Claim Deed of Record in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. HD 6878.

The above-described tract of land contains 6.99 acres.

Being the same tract of land conveyed to SHELBY COUNTY, TENNESSEE, for the use and benefit of the SHELBY COUNTY CONSERVATION BOARD, by Warranty Deed of Record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. M1 6327; Less and Except that 3.00 acres of the hereinabove described property described in Quit Claim Deed of Record in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. HD 6878.

Tax Parcel No. G0231 00577

EASEMENT RESERVATIONS

The hereinabove described 6.99 acre tract of land is being sold subject to any and all easements of record and easements for any existing utility, storm drain and sanitary sewer facilities.

REVERSIONARY CLAUSE

Should the hereinabove described 6.99 acre tract of land subsequently cease to be utilized as a public park, then and in that event, this conveyance shall automatically become void and the rights conveyed revert back to Shelby County, Tennessee, a Political Subdivision of the State of Tennessee, for the use and benefit of the Shelby County Conservation Board, or its lawful successor.

Parcel II

An easement of ingress and egress along and over the following tract, more particularly described as follows:

Beginning at a stake in the north line of the above 9.99 acre tract 0.3 feet east of the northwest corner thereof, running thence eastwardly 20 feet to an iron stake corner; thence north along the line dividing the Thelma Jarratt 14.27 acre tract and the Husey 20 acre tract 1883 feet to a stake in the south line of Poplar Street; thence north 57° 43 minutes west 23.7

feet to a stake; thence south 20 feet west of and parallel with the Thelma Jarratt east line 1895.7 feet to the beginning.

Being the same easement conveyed to SHELBY COUNTY, TENNESSEE, for the use and benefit of the SHELBY COUNTY CONSERVATION BOARD, by Warranty Deed of Record as described as PARCEL II in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument No. M1 6327.

REVERSIONARY CLAUSE

Should the hereinabove described 6.99 acre tract of land subsequently cease to be utilized as a public park, then and in that event, this conveyance shall automatically become void and the easement rights conveyed revert back to Shelby County, Tennessee, a Political Subdivision of the State of Tennessee, for the use and benefit of the Shelby County Conservation Board, or its lawful successor.

This being the same Quit Claim Deed conveyed pursuant to and subject to the certain INTERAGENCY COOPERATION CONTRACT FOR THE TRANSFER OF RIVERDALE PARK, FARMINGTON PARK, AND RED DEVIL FIELD BY THE COUNTY OF SHELBY TO THE CITY OF GERMANTOWN recorded in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number _____.

This conveyance is subject to acceptance by **Grantee**, which acceptance being expressly acknowledged herein by the approval of the proper City Officials as evidenced by their signatures hereinbelow.

IN WITNESS WHEREOF, the undersigned **Grantor** has caused this instrument to be executed by the affixing thereto of the signature of the Mayor of Shelby County, Tennessee, the said Mayor being authorized so to do pursuant to Section 4.03-18 of Chapter 260 of the Private Acts of 1974 in accordance with the approval of the Shelby County Board of Commissioners, on the _____ day of _____, 2008, in Resolution # _____.

Grantee:

CITY OF GERMANTOWN, TENNESSEE

By: _____
Sharon Goldsworthy, City Mayor

ATTEST:

By: _____
City Clerk/Recorder

Approved as to Form:

By: _____
City Attorney

Other City Approvals:

By: Pam Beasley
Director of Parks & Recreation

Grantor:

SHELBY COUNTY, TENNESSEE

By: _____
A C Wharton, Jr., County Mayor

SHELBY COUNTY, TENNESSEE, ACTING THROUGH THE SHELBY COUNTY CONSERVATION BOARD

By: John F. McCormick
John F. McCormick, Chairman
Shelby County Conservation Board

Approved as to Form:

By: CKinard
Assistant County Attorney

Other County Approvals:

By: _____
Conservation Board Director

By: Bill Gon
County Real Estate Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **JOHN F. McCORMICK**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Chairman of the Shelby County Conservation Board**, the within named bargainor, and that he as such **Chairman**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Shelby County Conservation Board** by himself as such **Chairman**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this 7th day of April, 2008.

William L. Goss
Notary Public

MY COMMISSION EXPIRES:

WILLIAM L. GOSS
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
EXP. 10-19-08

_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this ____ day of _____, 2008.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **Sharon Goldsworthy, Mayor of the City of Germantown**, with whom I am personally acquainted, and who upon oath acknowledged herself to be the **Mayor of the City of Germantown**, the within named bargainor, one of the municipal corporations of the State of Tennessee, and that she as such **Mayor** of said City, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Germantown** by herself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in the City of Germantown, in the County aforesaid, this ____ day of _____, 2008.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

(FOR RECORDING DATA ONLY)

Property Address:
7345 Neshoba Road
2029 Cordes Drive
2710 Cross Country Drive

Tax Parcel Nos:
G0219 00237
G0220 00116
G0231 00577

Mail Tax Bills to: (Person or Agency responsible for payment of taxes)
Exempt - Government

Owners Name and Address:
City of Germantown
1930 Germantown Road, South
Germantown, TN 38138

This instrument prepared by:
Shelby County Government
Real Estate Services
SCRE File No. CP05-003
584 Adams Avenue
Memphis, TN 38103
Phone No. (901) 545-3498

COPY

BILL OF SALE

FOR AND IN CONSIDERATION of the sum of ten dollars ($10.00) cash in hand paid and other consideration the receipt and sufficiency of which are hereby acknowledged, **Shelby County, Tennessee, acting through the Shelby County Conservation Board**, (the "County"), hereby bargains, sells and assigns unto the **City of Germantown, Tennessee**, (the "City"), those personal assets it owns, if any, located upon the real property commonly known as **RIVERDALE PARK, FARMINGTON PARK, AND RED DEVIL FIELD**.

The City shall have and hold the said personal property for itself, and its assigns and successors and the County bargains, sells and assigns said personal property subject upon and conditioned to the following:

In bargaining, selling and assigning such personal assets, the County makes no warranties, implied, express or arising by operation of law of any nature or kind whatsoever;

Furthermore, the County does not covenant and agree with the City to defend and warrant the City's title to this personal property and the rights of the City, and its successors and assigns, against each and every person claiming the personal property or any portion thereof.

This Bill of Sale is not to be construed or interpreted as in any way whatsoever amending or revising any agreement relating to the County's transfer of **RIVERDALE PARK, FARMINGTON PARK, AND RED DEVIL FIELD** to the City, or any other agreement by and between the County and the City.

IN WITNESS WHEREOF, this Bill of Sale is executed by **Shelby County, Tennessee, acting through the Shelby County Conservation Board,** and delivered unto the **City of Germantown, Tennessee**, on this the _____ day of _____, 2008.

SHELBY COUNTY, TENNESSEE, ACTING THROUGH THE SHELBY COUNTY CONSERVATION BOARD

By: John F. McCormick
John F. McCormick, Chairman
Shelby County Conservation Board

SHELBY COUNTY, TENNESSEE

By: _____
A C Wharton, Jr., County Mayor

Approved as to Form:

By: CKinard
Assistant County Attorney

Other County Approvals:

By: _____
Conservation Board Director

By: _____
County Real Estate Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **JOHN F. McCORMICK**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Chairman of the Shelby County Conservation Board**, the within named bargainor, and that he as such **Chairman**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Shelby County Conservation Board** by himself as such **Chairman**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this 7th day of April, 2008.

William L. Goss
Notary Public

MY COMMISSION EXPIRES:

_____

WILLIAM L. GOSS
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
MY COMM EXP. 10-19-08

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this ____ day of _____, 2008.

_____
Notary Public

MY COMMISSION EXPIRES:

_____