Instr:200008240083916 Page: 1 OF 6
REC'D FOR REC 08/24/2000 2:46:11PM
RECORD FEE: $27.00
T. TAX: $0.00 T. TAX: $3659.49

PICK-UP

This Instrument Prepared By:
Harwell Howard Hyne Gabbert & Manner, P.C.
315 Deaderick Street
Suite 1800
Nashville, Tennessee 37238-1800

Address New Owner:	Send Tax Bills To:	Map-Parcel Numbers
The YMCA of Middle Tennessee 900 Church Street Nashville, Tennessee 37204	Same	Tax Map 155, Parcel 128

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of all of which is hereby acknowledged, **WILLARD S. SULLIVAN**, the Grantor herein, has bargained and by these presents does transfer and convey unto **THE YMCA OF MIDDLE TENNESSEE**, the Grantee herein, its successors, representatives and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

A tract of land in the 9th, formerly the 14th, Civil District of Davidson County, Tennessee, being Lot No. 2 on the map showing subdivision of J.C. Sutterfield's Farm, as of record in Book No. 421, page 135, Register's Office for said County, according to Survey of Galyon Northcutt, dated April 30, 1999, last revised August 22, 2000, as follows:

Tract #1

Beginning on an iron pin in the eastern Kroger property line at the southwest corner of tract #2 of this survey the northwest corner of the herein described tract; thence with the southern boundary of tract #2, N-57° 23' 23" - E, 109.02' to an iron pin on the northern bank of the creek; thence N-68° 44' 18"-E, 283.04' to an iron pin; thence N-67° 46' 01"-E, 246.44', thence N-07° 05' 35"-E, 25.00' to an iron pin by a 24" Oak; thence with the south line of the Harpeth Baptist Church S-82° 54' 18"-E, 272.23' to an iron pin at the southeast corner of the said church property and the southwest corner of McMullin; thence with McMullin's south line S-79° 09' 21"-E, 118.71' to an iron pin, McMullin's southeast corner and Flannigan's southwest corner; thence with Flannigan's south line N-89° 34' 28"-E, 134.10' to an iron pin, the northeast corner of the herein described tract; thence leaving Flannigan's line with Lay's line S-10° 01' 45"-W, 825.00' to an iron pin on the western bank of a creek, the southeast corner of the herein described tract and the northeast corner of Pasquo Pard Subdivision, Sect. 2; thence with said subdivision sections 2 and 1 the following: N-83° 05' 04"-W, 369.50' to a concrete monument on the north margin of Kittrel Road; thence continuing N-83° 05' 04"-W, 315.57' to an existing iron pin thence N-84° 17'

43"-W, 120.00' to an iron pin; thence N-83° 51' 58"-W, 179.71' to an iron pin; thence N-85° 04' 01"-W, 65.96' to an iron pin at a fence corner post; thence leaving the north line of Pasquo Pard Subdivision N-09° 39' 35"-E, 370.65' to an iron pin and continuing an additional 107.72' for a total distance of 478.37' to an iron pin, the point of beginning and containing 17.61 acres, more or less according to a survey dated April 30, 1999, last revised August 22, 2000, by Galyon W. Northcutt, TN RLS #1529.

Tract #1 is subject to a ten foot (10') public utility (sewer) easement along a portion of the north line.

Tract #2

Property lying in southwestern Davidson County, Tennessee and bounded on the north by property belonging to Harpeth Heights Baptist Church of record in Deed Book 3374, Page 533, by property belonging to Katie McMullin of record in Deed Book 5459, Page 649, and by property belonging to Mamie Flannigan of record in Will Book 122, Page 537; bounded on the east by property belonging to Diane Lay of record in Will Book 361, Page 349; bounded on the south by Pasquo Pard Subdivision sections 1 & 2 of record in Plat Book 3600, Pages 53, & 77; and bounded on the west by property belonging to Betty French of record in Deed Book 7334, Page 218 and by property belonging to Kroger LTD Partnership #1 of record in Deed Book 10787, Page 956 and being more specifically described as follows:

Commencing on an iron pin on the south margin of Tenn. Hwy. #100 at the northeast corner of Kroger Property and the northwest corner of a 25' ingress/egress easement across the western end of the Harpeth Baptist Church Property and proceeding in a southeasterly direction 224.00' with the eastern property line of Kroger to an iron pin, the point of beginning of tract #2 of this survey and being the northwest corner of said tract #2; thence with the south line of the Harpeth Baptist Church S-83° 26' 16"-E, 361.20' to an existing iron pin; thence S-82° 54' 18"-E, 171.10' to an iron pin by a 24" Oak, the northeast corner of the herein described tract; thence with the northern line of tract #1 of this survey S-07° 05' 35"-W, 25' to an iron pin on the north bank of a creek, thence with the north bank of said creek S-67° 46' 01"-W, 246.44' to an iron pin; thence S-68° 44' 18"-W, 283.04' to an iron pin; thence S-57° 23' 23"-W, 109.02' to an iron pin in the eastern property line of Kroger's; thence N-09° 39' 35"-E, 294.07' through an iron pin and continuing an additional 52.71' for a total distance of 346.78' to an iron pin, the point of beginning of tract #2 and containing 2.17 acres more or less according to a survey dated April 30, 1999, last revised August 22, 2000, by Galyon W. Northcutt, TN RLS #1529.

Tract #2 is subject to a ten foot (10') public utility (sewer) easement approximately 40' north of the creek on the western end and narrowing to approximately 20' north of the creek on the eastern end of the tract.

Being the same property conveyed to Willard S. Sullivan and wife, Georgia B. Sullivan, by Deed from Lettie Ann McNeil, a widow, of record in Book 2104, page 548, Register's Office of Davidson County, Tennessee, the said Georgia B. Sullivan having since died.

This improved property known as 8101 Highway 100, Bellevue, Davidson County, Tennessee, 37221.

IT IS AGREED by and between the parties hereto that said Tract #1 (also referred to herein as the "Consideration Parcel") and Tract #2 (also referred to herein as the "Gift Parcel") (both the Consideration Parcel and the Gift Parcel sometimes referred to herein jointly as the "Property") hereinabove described shall be used and enjoyed by Grantee for YMCA purposes only and shall not be used for any other purpose by Grantee or any owner of real property adjoining the Property. The parties hereto further agree that should the Grantee and/or its successors, representatives and assigns fail to continue to use the Property for YMCA purposes or violate this restriction on use, then, in such event, title to the Gift Parcel and only the Gift Parcel, upon written notice to Grantee, following a ninety (90) day period for cure of this reverter provision or written mutual extension or waiver thereof, shall immediately and automatically revert to and be vested fully and completely to the Grantor herein provided, however, that (1) Grantee shall retain along the west property line of the Gift Parcel an easement more particularly described on Exhibit A attached hereto and made a part hereof by this reference for use by Grantee, its successors, representatives or assigns for ingress and egress, for all necessary utilities and a public or private roadway to the Consideration Parcel and said ingress and egress easement and access rights shall not at any time or under any circumstances revert to Grantor or his heirs or assigns and (2) the use restriction shall terminate as to the Consideration Parcel.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors, representatives and assigns, forever. Grantor does covenant with the said Grantee that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered except as herein set forth on Exhibit B. Grantor does further covenant and bind himself, his heirs and assigns to warrant and forever defend the title to the said land to the said Grantee, its successors, representatives and assigns against the lawful claims of all persons, whomsoever.

WITNESS our hands this 24 day of August, 2000.

Willard S. Sullivan
WILLIARD S. SULLIVAN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Debbie L. Sloan, a Notary Public of said county, Willard S. Sullivan, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 24th day of August, 2000.

Debbie L. Sloan
Notary Public

DEBBIE L. SLOAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
My Commission Expires JULY 27, 2002

The actual consideration for this transfer or value of property (whichever is greater) is $989,050.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Grantee or Grantee's Agent

Sworn to and subscribed before me, this 24th day of August, 2000.

Debbie L. Sloan
Notary Public
My Commission Expires:

DEBBIE L. SLOAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 27, 2002

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Exhibit A

Easement for Ingress and Egress, all necessary Public Utilities and a Public or Private Roadway

BEING a portion of a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, bounded on the north by Harpeth Heights Baptist Church, on the east by the property of Diane Lay, and on the west by Kroger and being a portion of the William S. Sullivan et ux property as of record in Book 2104, page 548, Register's Office for Davidson County, Tennessee, more particularly described as follows:

COMMENCING at a point in the southern right-of-way of U.S. Hwy. 100, said point being an old iron pin 890 feet, more or less, east of the intersection of Old Harding Road and U.S. Hwy. 100. Thence, in a southerly direction 224 feet, more or less, to the true POINT OF BEGINNING. Siad point being the common property corner of Trace Creek Center of Pasquo as of record in Plat Book 10787, page 956, said Register's Office, and of Harpeth Heights Baptist church as of record in Book 3374, page 533, said Register's Office, and Willard S. Sullivan et ux as of record in Book 2104, page 548, said Register's Office;

THENCE, S 83° 26' 16" E, 80.79 feet to a point;

THENCE, S 09° 39' 35" W, 277.81 feet to a point;

THENCE, S 57° 23' 23" W, 109.02' to a point;

THENCE, N 09° 39' 35" E, 346.78 FEET to a the true POINT OF BEGINNING.

Exhibit B

1. Taxes for the year of 2000, a lien, but not yet due and payable.

2. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, of record in Book 10787, page 946, Register's Office for Davidson County, Tennessee.

2. Agreement for Dedication of Easements for Sewer Line, of record in Book 7172, page 921, Register's Office for Davidson County, Tennessee.

3. Terms and conditions of Deed for an Easement and Set-Back Line of record in Book 6534, page 176, Register's Office of Davidson County, Tennessee.

4. Survey of Galyon W. Northcutt, dated April 30, 1999, last revised August 22, 2000, shows a 10-foot public utility easement and creek crossing the premises.